


<div style="display: flex; justify-content: space-between;"> <div> Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) </div> <div style="text-align: center;"> RECORDATION FORM COVER SHEET TRADEMARKS ONLY </div> <div> U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office </div> </div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): <u>Fleet National Bank</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other: <u>National Banking Association</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> Additional name(s) of conveying party(ies) attached? <div style="display: flex; justify-content: flex-end;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>	2. Name and address of receiving party(ies): <u>Name: HP Hood LLC</u> <u>Internal Address: Suite 200</u> <u>Street Address: 90 Everett Avenue</u> <u>City: Chelsea</u> <u>State: MA</u> <u>Zip: 02150-2301</u> <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: <u>Limited liability Company</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input checked="" type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other: <u>Security Release</u> </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> Execution Date: <u>August 23, 2004</u>	
4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s): <div style="text-align: right;"> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>	B. Trademark Registration No.(s): <u>2,848,974</u> <div style="text-align: right;"> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>
5. Name and address of party to whom correspondence concerning document should be mailed: <u>Name: Erin A. Dugan, IP Paralegal</u> <u>Ropes & Gray LLP</u> <u>Internal Address: Atty. Dkt.: FFG-306</u> <u>Street Address: One International Place</u> <u>City: Boston</u> <u>State: MA</u> <u>Zip: 02110</u>	6. Total Number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div> <u>William G. Gosz, Esq.</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> <u>8/23/04</u> Date </div> </div>	
Total number of pages including cover sheet, attachments, and document: 5	

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HP HOOD LLC

RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY is made as of August 23, 2004 by Fleet National Bank, as agent (the "Secured Party") under the Guarantee and Security Agreement (as defined below), in favor of HP Hood LLC, a Delaware limited liability company (the "Mark Owner").

WHEREAS, pursuant to the Amended and Restated Guarantee and Security Agreement dated as of April 5, 2004, as amended and in effect from time to time (the "Guarantee and Security Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto and the Secured Party, the Mark Owner granted to the Secured Party a security interest in substantially all of its assets, including the Collateral (as defined below);

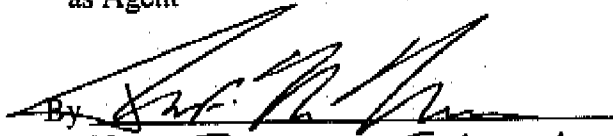
WHEREAS, pursuant to the Amended and Restated Memorandum of Trademark and Service Mark Security Interest dated as of April 5, 2004 (the "Memorandum of Trademark Security Interest") between the Mark Owner and the Secured Party, which was recorded in the United States Patent and Trademark Office on May 26, 2004 at Reel 2864 Frame 0639, the Mark Owner (a) confirmed that the Mark Owner had, pursuant to the Guarantee and Security Agreement, granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached to the Memorandum of Trademark Security Interest and made a part thereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral"), and (b) represented that the Mark Owner (i) was the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof, and (ii) had the capacity to grant to the Secured Party the security interests granted under the Guarantee and Security Agreement; and

WHEREAS, (a) the Mark Owner has requested that the Secured Party (i) release its security interest in the trademark specifically listed on Schedule A attached hereto and the registrations thereof and the goodwill of the Mark Owner associated therewith and represented thereby (collectively, the "Trademark"), and (ii) reassign to the Mark Owner all of the Secured Party's rights, title and interest in and to the Trademark, and (b) the Secured Party is willing to do so on the term set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby: (a) releases the security interest, and transfers and assigns to the Mark Owner all of the rights, title and interests, of the Secured Party in and to the Trademark; (b) authorizes the Mark Owner to take any and all actions in connection with the Trademark in the Mark Owner's own name and at the Mark Owner's own cost and expense; and (c) agrees that, after the date hereof, the Secured Party will, at the cost and expense of the Mark Owner, execute and deliver to the Mark Owner such documents, and take such other actions, as the Mark Owner may reasonably request to accomplish the release, transfer and assignment set forth herein.

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

FLEET NATIONAL BANK,
as Agent

By 
Name: Thomas F. McNamara
Title: SVP

The foregoing is hereby
agreed to and accepted:

HP HOOD LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

FLEET NATIONAL BANK,
as Agent

By _____
Name:
Title:

The foregoing is hereby
agreed to and accepted:

HP HOOD LLC

By


Name: THERESA M. BRESTEN
Title: Treasurer

Schedule A

TRADEMARK

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Status
SCOOPFULS	US	76/479,336	31-Dec-2002	2848947	June 1, 2004	Registered