

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Toronto-Dominion Bank, as agent		08/24/2004	Bank: CANADA

RECEIVING PARTY DATA	
Name:	Archway Cookies, LLC
Street Address:	67 West Michigan Avenue, Suite 200
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1910876	AMERICA'S FINEST COOKIES
Registration Number:	1802878	SCHOOLHOUSE COOKIES
Registration Number:	1755604	MRS. ALISON'S COOKIES
Registration Number:	0539232	MRS. ALISON'S

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	lusan.chua@weil.com
Correspondent Name:	Lusan Chua
Address Line 1:	767 5th Avenue
Address Line 4:	New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	66971.0005
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NAME OF SUBMITTER:	Phyllis Eremitaggio
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Total Attachments: 3

**900012579**

**TRADEMARK  
 REEL: 002931 FRAME: 0636**

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**RELEASE OF GRANT OF SECURITY INTEREST  
IN CERTAIN INTELLECTUAL PROPERTY**

This Release of Grant of Security Interest in Certain Intellectual Property (this "Release") is made and entered into this 27 day of August 2004 by and between Archway Cookies, LLC, a Delaware corporation ("Archway") and The Toronto-Dominion Bank ("TD"), a corporation governed under the laws of Canada.

**WITNESSETH:**

WHEREAS, pursuant to a Security Agreement dated September 6, 1995 (the "Agreement") between BF USB, Inc. ("BF USB") and TD, a security interest was granted in favour of TD in and to certain intellectual property of BF USB, including the specific intellectual property owned by BF USB as set forth in "Schedule A" annexed hereto (the "Released IP");

AND WHEREAS the Agreement was recorded with the United States Patent and Trademarks Office (the "USPTO") on or about September 6, 1995;

AND WHEREAS TD has released all of its interest in and to the Released IP and wishes to have the release recorded in the records of the USPTO;

AND WHEREAS BF USB, *inter alia*, merged with Archway on or about January 24, 2003, and as a result of which, Archway is now the owner of the Released IP;

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Release intending to be legally bound, agree as follows:

1. TD hereby releases in its entirety its security interest in all of Archway's right, title, and interest in, to and under the Released IP, and TD hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by Archway to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law.
2. TD confirms that it has not assigned or otherwise disposed of its interest in and to the Released IP.
3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Released IP.
4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this to be duly executed by an authorized officer as of this 24 day of August, 2004.

**THE TORONTO DOMINION BANK**

By: 

Name: Michael A. Freeman

Title: Vice President, Loan Syndications - Agency

**ARCHWAY COOKIES, LLC**

By: 

Name: Mario Riemma

Title: CFO

**Schedule A**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
AMERICA'S FINEST COOKIES	1,910,876	August 8, 1995
SCHOOLHOUSE COOKIES (and Design)	1,802,878	November 2, 1993
MRS. ALISON'S COOKIES (and Design)	1,755,604	March 2, 1993
MRS. ALISON'S	539,232	March 13, 1951