

05-13-2004



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To the Honorable Commi

102744147

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
LaSalle Bank National Association **5-6-04**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: The All American Gourmet Company
Internal Address: _____
Address: _____ **5/4/04**
Street Address: One City Boulevard
City: Orange State: CA Zip: 92668

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Release of Security Interest

Execution Date: April 28, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1351919, 1616892, 2073766

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Perry J. Viscounty, Esq.
Internal Address: Latham & Watkins LLP
Street Address: 650 Town Center Drive, Suite 2000
City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
500524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.

Anna T. Kwan Anna Kwan May 4, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/12/2004 MGETACHE 00000073 1351919

01 FC:8521 40.00 DP
02 FC:8522 50.00 DP

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, The All American Gourmet Company, a Delaware corporation ("All American"), is the owner of the trademark registrations set forth in Exhibit A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademark registrations (collectively, the "Intellectual Property").

WHEREAS, pursuant to a certain Intellectual Property Security Agreement dated as of September 27, 2002, by and among LaSalle Bank National Association (the "Collateral Agent") and All American, in favor of the Collateral Agent (the "Security Agreement"), the Collateral Agent was and is authorized to take whatever action or actions is necessary, desirable or appropriate relating to the Intellectual Property, including to grant and convey a release thereof.

WHEREAS, pursuant to the Security Agreement, All American granted to the Collateral Agent a security interest in all of All American's right, title and interest in, to and under any and all past, present and future trademarks, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Intellectual Property.

WHEREAS, the Security Agreement was duly recorded with the United States Patent and Trademark Office on October 8, 2002 at Reel/Frame No. 2598/0179.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations (except for those Secured Obligations which by their terms survive termination of the agreement under which the Secured Obligations arose) as defined in the Security Agreement has been made, and hereby releases and discharges all right, title and interest in, to and under All American's past, present and future trademarks and reassigns, any and all rights conveyed thereunder, as if said agreement had never been entered into, to All American.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest granted to the Collateral Agent under the Security Agreement, as amended and restated, in the trademarks, technology and know-how of All American, and all licenses, royalties and other monies relating thereto, including but not limited to each of the trademarks set forth in Exhibit A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and the registrations of and applications for said trademarks.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer, effective the 28 day of April, 2004.

LaSALLE BANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: _____

Name: Peter Pricco

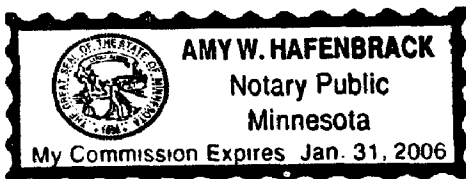
Title: Commercial Banking Officer

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF MINNESOTA)
COUNTY OF ~~HENNEPIN~~) ss:
Ramsey

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of April, 2004, personally appeared Peter Pricco who, being by me duly sworn, deposes and says that he is a Commercial Banking Officer of LaSALLE BANK NATIONAL ASSOCIATION, a national banking association, and that he, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act and deed of such national banking association as such officer.

Amy W. Hafenbrack
Notary Public



My Commission Expires:

January 31, 2006

EXHIBIT A

THE ALL AMERICAN GOURMET COMPANY Trademarks

<u>Word Mark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Budget Gourmet	74/010978	1616892	10/09/1990
The Budget Gourmet	73/449625	1351919	07/30/1985
Value Classics	75/120298	2073766	06/24/1997