

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination and Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		10/22/2004	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Natural Country Farms, Inc.
Street Address:	681 West Waterloo Road
City:	Akron
State/Country:	OHIO
Postal Code:	44314
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2042564	SUNFLO
Registration Number:	1770336	NATURAL COUNTRY
Registration Number:	1472565	GLACIER VALLEY
Registration Number:	1440124	NATURAL COUNTRY
Registration Number:	1221946	SUNNY LEA

CORRESPONDENCE DATA

Fax Number: (330)864-7986

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 330-864-5550

Email: trademarks@hahnlaw.com

Correspondent Name: Amanda H. Wilcox

Address Line 1: One GOJO Plaza

Address Line 2: Suite 300

Address Line 4: Akron, OHIO 44311-1076

ATTORNEY DOCKET NUMBER:

016937.00059

NAME OF SUBMITTER:

Amanda H. Wilcox

TRADEMARK

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CH \$140.00 2042564

Total Attachments: 5

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**TERMINATION AND RELEASE
OF TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of October 22, 2004, by MADISON CAPITAL FUNDING LLC, as Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement, dated as of June 28, 2002, (the "Trademark Agreement"), by NATURAL COUNTRY FARMS, INC., a Delaware corporation (being referred to herein as the "Assignor"), in favor of the Agent, the Assignor granted to the Agent, for the benefit of certain lenders (the "Lenders"), a security interest in all of its Trademark Collateral, as defined in the Trademark Agreement, and associated goodwill, including, without limitation, the trademarks with United States Patent and Trademark Office listed on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 002580/Frame 0341-0348, respectively;

WHEREAS, as of the date hereof, Country Pure Foods, Inc., Ohio Pure Foods, Inc., Ardmore Farms, Inc., and the Assignor (along with Country Pure Foods West, Inc., the "Obligors") have entered into a series of note agreements with, and certain of the Obligors have issued promissory notes to, The Prudential Insurance Company of America and certain of its affiliates (collectively "Prudential") and have entered into an equity purchase agreement with DN Partners, L.P., James A. Long, Atlantic Equity Partners, L.P. and Atlantic Equity Partners International II, L.P. (all of which shall be collectively referred to herein as the "Refinancing"); and

WHEREAS, in connection with the Refinancing, the Obligors have repaid and satisfied all of their obligations under that certain Amended and Restated Credit and Guaranty Agreement dated as of August 14, 1998 (as the same may have heretofore been or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") among the Obligors, the Agent and the Lenders, to the satisfaction of the Agent and the Lenders (the "Satisfaction"); and

WHEREAS, in connection with the Refinancing, and as a result of the Satisfaction, the Agent, with authorization to act on behalf of itself and the Lenders, has agreed to terminate and release its security interest and all of its right, title and interest in each of the Trademarks listed on Schedule 1 hereto, and to terminate the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Assignor hereby agree as follows:

1. **Release and Conveyance.** Without representation or warranty of any kind whatsoever, the Agent hereby terminates and releases its security interest in and lien on, and on a quit claim basis conveys, sells, assigns, transfers and sets over to the Assignor all of its rights,

title and interest, if any, in each of the Trademarks, effective as of the date set forth above.

2. **Release of the Assignor.** The Assignor is hereby released from all of its obligations under the Trademark Agreement, and the Trademark Agreement is hereby terminated effective as of the date set forth above.
3. **No Other Terms and Conditions of Trademark Agreement.** All terms and conditions of the Trademark Agreement and all terms and conditions of that certain Credit Agreement that specifically relate to the Trademark Agreement are hereby deemed satisfied and shall have no further force or effect.

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IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

MADISON CAPITAL FUNDING LLC, as Agent

By: _____

Name: _____

Title: _____

SCHEDULE 1

[Attached]

TRADEMARK CHART

Mark	Owner	Filing Date	Serial No.	Registration No.	Registration Date
SUNFLO	Natural Country Farms, Inc.	7/20/92	74-295374	2042564	3/11/97
NATURAL COUNTRY	Natural Country Farms, Inc.	7/20/92	74-295399	1770336	5/11/93
GLACIER VALLEY	Natural Country Farms, Inc.	5/1/87	73-658461	1472565	1/12/88
NATURAL COUNTRY	Natural Country Farms, Inc.	9/2/86	73-617789	1440124	5/19/87
SUNNY LEA	Natural Country Farms, Inc.	12/18/79	73-243412	1221946	12/28/82