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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank One, N.A.

- 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:

Street Address: One City Boulevard

MAY 17 2004

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 Pledge & Security Agreement

Execution Date: May 10, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1351919, 1616892

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: .....

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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  
Name of Person Signing

anna kw  
Signature

May 14, 2004  
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

05/24/2004 MBETACHE 00000087 131919

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

**RELEASE OF PLEDGE & SECURITY AGREEMENT  
AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

WHEREAS, The All American Gourmet Company, a Delaware corporation ("All American"), granted a Security Interest and an Intellectual Property Assignment in the trademarks set forth on Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks, and the registrations for said trademarks (collectively, the "Intellectual Property").

WHEREAS, pursuant to a certain Pledge & Security Agreement dated as of February 9, 2001, and to a certain Intellectual Property Assignment Agreement dated as of February 9, 2001, by and among Bank One, N.A. (the "Collateral Agent") and All American, in favor of the Collateral Agent (the "Agreements"), 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 Agreements, All American granted to the Collateral Agent a security interest and an intellectual property assignment 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 Pledge & Security Agreement was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 2256/0309.

WHEREAS, the Intellectual Property Assignment Agreement was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 2260/0334.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations as defined in the Agreements have 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 and the intellectual property assignment granted to the Collateral Agent under the Agreements, as amended and restated, in the trademarks of All American, and all licenses, royalties and other monies relating thereto, including but not limited to each of the trademarks set forth in Schedule A, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks, and the registrations for said trademarks.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer, effective the 10 day of ~~April~~<sup>May</sup>, 2004.

BANK ONE, N.A.  
as the Collateral Agent

By: A. F. Maggiore

Name: Anthony F. Maggiore

Title: Managing Director, Capital Markets

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF Wisconsin )  
COUNTY OF Milwaukee ) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10 day of ~~April~~<sup>May</sup>, 2004, personally appeared Anthony F. Maggiore who, being by me duly sworn, deposes and says that he/she is the Managing Director of Capital Markets of BANK ONE, N.A, a national banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Barbara E. Abramczyk  
Notary Public  
Barbara E. Abramczyk

My Commission Expires:

July 1, 2007

**SCHEDULE A  
Trademarks**

No.	Mark	No.
1.	THE BUDGET GOURMET	1351919
2.	THE BUDGET GOURMET	1616892