

# 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:	Country Pure Foods, Inc.		
Street Address:	681 West Waterloo Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44314		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2634584	COUNTRY PURE FOODS	
Registration Number:	1915285	SELECT GROVE	
CORRESPONDENCE DATA			
Fax Number:	(330)864-7986		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	330-864-5550		
Email:	trademarks@hahnlaw.com		
Correspondent Name:	Hahn Loeser + Parks LLP		
Address Line 1:	One GOJO Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Akron, OHIO 44311-1076		
NAME OF SUBMITTER:	Amanda H. Wilcox		
Total Attachments: 4 source=20-1#page1.tif source=20-2#page1.tif source=20-3#page1.tif source=20-4#page1.tif			

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**TRADEMARK**  
REEL: 002976 FRAME: 0791

## 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 COUNTRY PURE FOODS, INC., an Ohio 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 hereto (the "Trademarks");

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 2580/Frame 0357-0364;

WHEREAS, as of the date hereof, the Assignor, Ohio Pure Foods, Inc., Natural Country Farms, Inc., and Ardmore Farms, Inc. (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 the Trademarks, 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 agrees 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 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 the Credit Agreement that specifically relate to the Trademark Agreement are hereby deemed satisfied and shall have no further force or effect.

[Remainder of Page Intentionally Left Blank]

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

**TRADEMARK CHART**

<b>Mark</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
COUNTRY PURE FOODS	Country Pure Foods, Inc.	5/29/01	76-263679	2634584	10/15/02
SELECT GROVE	Country Pure Foods, Inc.	8/19/94	74-565846	1915285	8/29/95