

12-06-2004



Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECOR.

102894655

TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

MRJ
12/6/04

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

1. Name of conveying party(ies):

Citibank, N.A.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

Execution Date: 9/30/04

2. Name and address of receiving party(ies)

Name: Gristede's Foods, Inc.

Internal

Address: _____

Street Address: 823 Eleventh Avenue

City: New York State: NY Zip: 10019

- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 801,433; 908,137;

962,263; SN75-335,863; SN75-016,693

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joseph Maksey

Internal Address: Otterbourg, Steindler, Houston

& Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 0 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Joseph Maksey

Name of Person Signing
00000084 801433

Joseph Maksey
Signature

12/3/04
Date

Total number of pages including cover sheet, attachments, and document: 0 4

12/06/2004 DBYRNE

01 FC:8521
02 FC:8522

40.00 DP
100.00 DP

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

TRADEMARK
REEL: 003087 FRAME: 0680

RELEASE OF SECURITY INTEREST
IN TRADEMARK AND TRADEMARK REGISTRATION

RELEASE dated as of September 30, 2004, made by **CITIBANK, N.A.**, as agent (in such capacity, the "Agent"), in favor of **GRISTEDE'S FOODS, INC.** successor by merger to Gristede's Operating Corp. (the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor has granted to the Agent a first priority, perfected security interest in, among other things, the trademarks and trademark registrations described on Schedule I hereto (the "Trademark Collateral") pursuant to that certain Trademark Security Agreement dated as of May 5, 2004 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement has been recorded in the United States Patent and Trademark Office at Reel ____, Frame ____;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral;

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

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement, and if not defined in the Trademark Security Agreement, that certain Loan Agreement dated as of May 5, 2004 among the Grantor, certain Guarantors, the Lenders named therein and the Agent named therein, as amended from time to time (the "Loan Agreement").

2. Release of Security Interest. The Agent hereby releases its security interest in the Trademark Collateral and any right, title and interest of the Agent in the Trademark Collateral shall hereby cease and terminate. All releases, discharges, assignments and transfers made pursuant hereto shall be made without representation, warranty or recourse, express or implied, by the Agent.

3. Further Assurances. The Agent hereby agrees to execute such instruments, to take such other actions and to give such further assurances as the Grantor reasonably may request to terminate any security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the lien of such security interest.

4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

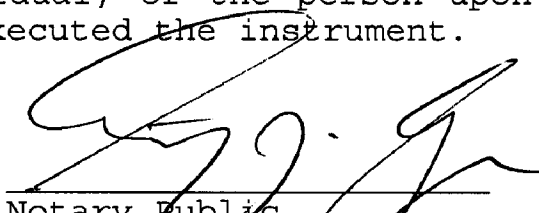
IN WITNESS WHEREOF, the Agent on behalf of itself and the Secured Parties has caused this Release to be duly executed by its officer thereunto duly authorized as of the date first written above.

CITIBANK, N.A., as Agent

By: Kristen Burke
Name: Kristen Burke
Group Vice President

STATE OF NEW YORK
COUNTY OF NY ss.:

On the 28 day of September, in the year 2004 before me, the undersigned, a notary public in and for said State, personally appeared Kristen Burke, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Anthony J. Cangelosi
Notary Public, State of New York
No. 01CA0552210
Qualified In Richmond County
Commission Expires January 31, 2006

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registrations			
Registration No.	Registration Date	Status	Mark
801,433	January 4, 1966	Current	Gristede's
908,137	February 16, 1971	Current	Gristede's
962,263	June 26, 1973	Current	Gristede's
SN75-335,863	September 29, 1998	Current	Polar Bear Ice Cream
SN75-016,693	November 25, 1997	Current	Polar Bear (Natural Spring Water)

Trademark Applications			
Application No.	Filing Date	Status	Mark
NONE			