

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AND LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WACHOVIA BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT	FORMERLY FIRST UNION NATIONAL BANK	08/01/2005	NATIONAL BANKING ASSOCIATION:
RECEIVING PARTY DATA			
Name:	JM FAMILY ENTERPRISES, INC.		
Street Address:	100 N.W. 12th Avenue		
City:	Deerfield Beach		
State/Country:	FLORIDA		
Postal Code:	33442		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2314379		
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7237		
Email:	cdore@mayerbrownrowe.com		
Correspondent Name:	Christopher Dore		
Address Line 1:	71 South Wacker Drive		
Address Line 2:	Mayer Brown Rowe & Maw LLP		
Address Line 4:	Chicago, ILLINOIS 60606-4637		
NAME OF SUBMITTER:	Christopher Dore		
Signature:	/Christopher Dore/		
Date:	09/07/2005		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST AND LIEN – TRADEMARK

This RELEASE OF SECURITY INTEREST AND LIEN (the "Release") dated as of August 1, 2005, is made by Wachovia Bank, National Association (f/k/a First Union National Bank), a bank, acting in its capacity as Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent"), for each of the "Benefited Parties" (as such term is defined in the Security Agreement, defined below), under that certain Security Agreement, dated as of June 7, 2001, by and among JM Family Enterprises, Inc., a Delaware corporation, (the "Guarantor"), along with certain other "Obligors" (as such term is defined in the Security Agreement), and the Collateral Agent (as amended, supplemented or modified and in effect from time to time, the "Security Agreement") in favor of the Guarantor;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement, the Obligors granted to the Collateral Agent, for the benefit of the Benefited Parties, a continuing security interest and lien upon certain Collateral (all capitalized terms used, but not defined herein, shall have the meanings ascribed thereto in the Security Agreement) including certain Trademarks (all Trademarks included as Collateral under the Security Agreement, including, without limitation, those registered or pending trademarks set forth on the attached Schedule "A," are collectively referred to herein as the "Trademark Collateral");

WHEREAS, pursuant to certain Notices of Grant of Security Interest in Trademarks recorded in the records of the United States Patent and Trademark Office, on July 11, 2001, at Reel/Frame 2328/0807 and on October 29, 2001 at Reel/Frame 2392/0664, between the Guarantor and the Collateral Agent (the "Grant"), the Collateral Agent perfected its security

interest in and lien upon the portion of the Trademark Collateral specified in the attached Schedule "A,";

WHEREAS, the Collateral Agent wishes to: (i) terminate the security interest in and lien upon the Trademark Collateral; (ii) restore all right, title and interest in and to the Trademark Collateral to the Obligors; and (iii) to dissolve any and all liens, claims and encumbrances in respect of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Security Agreement and the Grant, the Collateral Agent hereby releases any and all of its security interest in and lien upon the Trademark Collateral, and discharges, quit claims and relinquishes unto the Obligors any and all right, title and interest that the Collateral Agent has in and to the Trademark Collateral and the security interest in and lien upon such Trademark Collateral granted to the Collateral Agent.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Wachovia Bank, National Association,
as Collateral Agent

By: William R. Goley
Name: **WILLIAM R. GOLEY**
DIRECTOR
Title: **WACHOVIA BANK, NATIONAL ASSOCIATION**

Trademark Schedule

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
DESIGN ONLY	2,314,379	2/1/2000