

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		09/14/2005	National Association:
RECEIVING PARTY DATA			
Name:	RAGUS HOLDINGS, INC.		
Street Address:	8016 Highway 90A		
City:	Sugar Land		
State/Country:	TEXAS		
Postal Code:	77478		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1617801	SPRECKELS SINCE 1898	
Registration Number:	1618952	SPRECKELS SINCE 1898	
CORRESPONDENCE DATA			
Fax Number:	(713)229-7957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.229.1957		
Email:	celina.shariff@bakerbotts.com		
Correspondent Name:	Celina Shariff		
Address Line 1:	910 Louisiana		
Address Line 2:	One Shell Plaza		
Address Line 4:	Houston, TEXAS 77002-4995		
NAME OF SUBMITTER:	Celina Shariff		
Signature:	/Celina Shariff/		
Date:	09/23/2005		

CH \$65.00 1617801

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is entered into by Bank of America, N.A., acting in its capacity as administrative agent ("Agent"), for the benefit of Ragus Holdings, Inc., a Delaware corporation ("Ragus").

WHEREAS, Agent (in its capacity as administrative agent under the Credit Agreement (as defined in the Security Agreement) for the benefit of the Lenders (also as defined in the Security Agreement)) and Ragus (among other grantors in the case of the Borrower Security Agreement) entered into a Security Agreement dated December 31, 2002 (the "Borrower Security Agreement") and a Trademark Security Agreement dated December 31, 2002 and recorded in the United States Patent & Trademark Office on January 27, 2003 at reel/frame 002659/0492 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement, Ragus granted to Agent ("Secured Party"), for the benefit of Agent and Lenders, a lien and security interest in and to, among other property and assets, (a) the marks and registrations identified on Exhibit A attached hereto, (b) all goodwill symbolized by such marks or registrations identified on Exhibit A, and (c) all rights to sue for past, present and future infringement of any of such marks or registrations identified on Exhibit A (such items referred to in clauses (a), (b) and (c) preceding are hereinafter collectively called the "Marks"); and

WHEREAS, Ragus wishes to secure the release of, and Agent, in its capacity as administrative agent, wishes to release, Agent's lien and security interest in and to the Marks granted pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, in its capacity as administrative agent under the Credit Agreement, hereby agrees as follows:

Agent hereby forever releases and relinquishes any and all liens and security interests created for and obtained by Secured Party under the Borrower Security Agreement and/or the Trademark Security Agreement in and to the Marks; provided, however, that such release of liens and security interests shall relate only to the Marks and shall not relate to any other property or asset in which Agent has been granted a lien or security interest pursuant to the Borrower Security Agreement and/or the Trademark Security Agreement, it being expressly acknowledged and agreed that such liens or security interests attaching to such other property or assets (i.e., other than the Marks) are not and shall not be so released.

IN WITNESS WHEREOF, this Release is executed and made effective on this 14TH day of September, 2005.

BANK OF AMERICA, N.A., in its capacity as administrative agent under the Credit Agreement

By:

Name: Stephen J. King
Title: Vice President

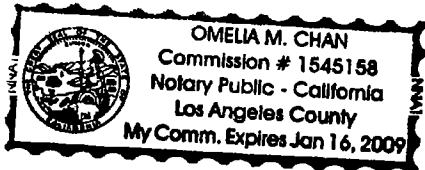
STATE OF CALIFORNIA)

)
COUNTY OF LOS ANGELES)

On September 14, 2005 before me, OMELIA M. CHAN ^{NOTARY PUBLIC}, personally appeared Stephen J. King, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Omelia M. Chan
Signature of Notary Public



[Notary Seal]

**EXHIBIT A
MARKS**

SPRECKELS

SPRECKELS SINCE 1898



Any and all design and/or logo variations of the foregoing.

Mark

U.S. Registration No.

SPRECKELS SINCE 1898 and Design

1,617,801

SPRECKELS SINCE 1898 and Design

1,618,952

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RECORDED: 09/23/2005

**TRADEMARK
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