Form PTO-I594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005)					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
Name of conveying party(ies):	Name and address of receiving party(ies):				
Bank of America, N.A. (as successor by merger to Fleet National Bank)	Name: HP Hood LLC (as successor for merger to Crowley Foods, LLC)				
	Internal Address: Suite 200				
Individual(s) Association	Street Address: 90 Everett Avenue				
General Partnership Limited Partnership					
Corporation-State:					
X Other: National Banking Association	City: Chelsea				
	State: MA Zip: 02150-2301				
Additional name(s) of conveying Yes party(ies) attached? x No	Individual(s) citizenship:				
X INC					
3. Nature of Conveyance:	General Partnership:				
Assignment Merger	Limited Partnership:				
Security Agreement Change of Name	Corporation-State:				
X Other: Security Release and Reassignment of Intellectual Property	x Other: Limited liability Company If assignee is not domiciled in the United States, a Yes				
Execution Date: February 2, 2006	domestic representative designation is attached: {Designations must be a separate document from x No				
Execution Date.	assignment)				
	Additional name(s) & address(es) attached? Yes x No				
Application Number(s) or Registration Number(s):					
A. Trademark Application No.(s):	B. Trademark Registration No.(s):				
	2462656				
Additional numbers attached?	Yes x No				
5. Name and address of party to whom correspondence concerning document should be mailed: 6. Total Number of applications and registrations involved:					
Name: Erin A. Dugan, IP Paralegal (CJB) Ropes & Gray LLP	7. Total fee (37 CFR 3.41) \$ 40.00				
Internal Address: Atty. Dkt.: FFG-306	x Authorized to be charged to Deposit Account				
Street Address: One International Place	Authorized to be charged to credit card (Form 2038 enclosed)				
	8. Deposit account number: 18-1945				
City: Boston State: MA Zip: 02110	(Attach duplicate copy of this page if paying by deposit account)				
DO NOT USE THIS SPACE					
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.					
Lisa M. Treannie, Esq. Suam Manue 2/10/06					
Name of Person Signing Signature #1.368 Date					
Total number of pages including cover sheet, attachments, and document: 5					

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TRADEMARK REEL: 003259 FRAME: 0039

HP HOOD LLC

RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY

THIS RELEASE AND REASSIGNMENT OF INTELLECTUAL PROPERTY is made as of February 2, 2006 by Bank of America, N.A. (as successor by merger to Fleet National Bank), as agent (the "Secured Party") under the Guarantee and Security Agreement (as defined below), in favor of HP Hood LLC (as successor by merger to Crowley Foods, LLC), a Delaware limited liability company (the "Mark Owner").

WHEREAS, pursuant to the Amended and Restated Guarantee and Security Agreement dated as of April 5, 2004, as amended and in effect from time to time (the "Guarantee and Security Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto and the Secured Party, the Mark Owner granted to the Secured Party a security interest in substantially all of its assets, including the Collateral (as defined below);

WHEREAS, pursuant to the Amended and Restated Memorandum of Trademark and Service Mark Security Interest dated as of April 5, 2004 (the "Memorandum of Trademark Security Interest") between the Mark Owner and the Secured Party, which was recorded in the United States Patent and Trademark Office on May 19, 2004 at Reel 2857 Frame 0171, the Mark Owner (a) confirmed that the Mark Owner had, pursuant to the Guarantee and Security Agreement, granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached to the Memorandum of Trademark Security Interest and made a part thereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral"), and (b) represented that the Mark Owner (i) was the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof, and (ii) had the capacity to grant to the Secured Party the security interests granted under the Guarantee and Security Agreement; and

WHEREAS, (a) the Mark Owner has requested that the Secured Party (i) release its security interest in the trademark specifically listed on <u>Schedule A</u> attached hereto and the registrations thereof and the goodwill of the Mark Owner associated therewith and represented thereby (collectively, the "<u>Trademark</u>"), and (ii) reassign to the Mark Owner all of the Secured Party's rights, title and interest in and to the Trademark, and (b) the Secured Party is willing to do so on the term set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby: (a) releases the security interest, and transfers and assigns to the Mark Owner all of the rights, title and interests, of the Secured Party in and to the Trademark; (b) authorizes the Mark Owner to take any and all actions in connection with the Trademark in the Mark Owner's own name and at the Mark Owner's own cost and expense; and (c) agrees that, after the date hereof, the Secured Party will, at the cost and expense of the Mark Owner, execute and deliver to the Mark Owner such documents, and take such other actions, as the Mark Owner may reasonably request to accomplish the release, transfer and assignment set forth herein.

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TRADEMARK REEL: 003259 FRAME: 0040

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IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A. (as successor by merger to Fleet National Bank), as Agent

Name: Luanne T Smoth
Title: VP

The foregoing is hereby agreed to and accepted:

HP HOOD LLC (as successor by merger to Crowley Foods, LLC)

Ву	
Name:	
Title:	

IN WITNESS WHEREOF, the Secured Party has executed this Release and Reassignment of Intellectual Property as of the date first above written.

BANK OF AMERICA, N.A. (as successor by merger to Fleet National Bank), as Agent

Ву				
-	Name:			
	Title:			

The foregoing is hereby agreed to and accepted:

HP HOOD LLC (as successor

by merger to Crowley Foods, LLC)

Name:

Title:

Theresa M. Bresten Vice President, Treasurer

Schedule A

TRADEMARK

Mark	Jurisdiction	Serial No.	Registration No.	Status
SPORTABLES	US	75/782254	2462656	Registered

TRADEMARK
REEL: 003259 FRAME: 0043

PTO/SB/97 (12-97)
Approved for use through 9/30/00. OMB 0651-0031
Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Certificate of Transmission Under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the Assignment Branch of the United States Patent and Trademark Office.

on February 10, 2006

Date

Erin Dugan
Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.

Recordation Form Cover Sheet (1 page)
Trademark Security Release and Reassignment of Intellectual Property
Fax Transmission w/Certificate of Facsimile Transmission (2 pages)

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RECORDED: 02/10/2006

TRADEMARK REEL: 003259 FRAME: 0044