



## 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 Schedule A attached hereto and the registrations thereof and the goodwill of the Mark Owner associated therewith and represented thereby (collectively, the "Trademark"), 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.

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

By Luanne T Smith  
Name: Luanne T Smith  
Title: VP

The foregoing is hereby agreed to and accepted:

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

By \_\_\_\_\_  
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

By \_\_\_\_\_  
Name:  
Title:

The foregoing is hereby agreed to and accepted:

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

By *Theresa M. Bresten*  
Name:  
Title: **Theresa M. Bresten  
Vice President, Treasurer**

Schedule A

## TRADEMARK

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

PTO/SB/97 (12-97)

Approved for use through 9/30/00. OMB 0651-0031


Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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### 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

  
\_\_\_\_\_  
Signature

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)**