

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Intellectual Property Security Interest dated 4/24/06 to release Security Interest recorded 5/9/05 at R/F 3160/0121

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/24/2006	National Organization:

RECEIVING PARTY DATA

Name:	Del Monte Corporation
Street Address:	375 North Shore
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15212
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2084322	ALL AMERICAN
Registration Number:	2734948	
Registration Number:	0831551	GREAT AMERICAN
Registration Number:	2669846	NATURAL NUTRITION THE WAY NATURE INTENDED
Registration Number:	2935661	NATURE'S GOODNESS
Registration Number:	2823232	TODDLER CUISINE

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2159814604
Email: pachmant@pepperlaw.com
Correspondent Name: Tracey S. Pachman
Address Line 1: 18th and Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

CH \$165.00 2084322

ATTORNEY DOCKET NUMBER:	130553.2 DEL MONTE
NAME OF SUBMITTER:	Tracey S. Pachman
Signature:	/Tracey S. Pachman/
Date:	04/25/2006
Total Attachments: 6 source=boa001#page1.tif source=boa001#page2.tif source=boa001#page3.tif source=boa001#page4.tif source=boa001#page5.tif source=boa001#page6.tif	

PARTIAL RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Partial Release of Intellectual Property Security Interest, dated as of April 24, 2006, by BANK OF AMERICA, N.A. (“BOA” or the “Assignor”), as Administrative Agent (in such capacity, together with any successor administrative agent appointed pursuant to Article IX of the Credit Agreement (as is defined below)), for the Secured Parties (as defined in the Credit Agreement), is made in favor of DEL MONTE CORPORATION, a Delaware corporation (the “Company”), the other Persons listed on the signature pages of the Security Agreement (as is defined below) and the Additional Grantors (as defined in Section 24 of the Security Agreement) (the Company, the Persons so listed and the Additional Grantors being, collectively, the “Released Parties” or “Assignees” and each a “Released Party” or an “Assignee”). Capitalized terms used herein but not otherwise defined herein have the meanings set forth (or incorporated) in the Security Agreement.

WHEREAS, the Company entered into a Credit Agreement dated as of February 8, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders and the Agents (as defined therein);

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks and the Cash Management Obligations by the Lenders from time to time under the Credit Agreement, each Released Party has executed and delivered that certain Security Agreement dated February 8, 2005 made by the Released Parties to BOA (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, under the terms of the Security Agreement, the Released Parties have granted to BOA a security interest in, among other property, certain trademarks of the grantors, and executed that certain Intellectual Property Security Agreement Supplement, dated February 8, 2005 (the “IP Security Agreement”) for recording with the United States Patent and Trademark Office;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on May 9, 2005 at Reel/Frame 3160/0121;

WHEREAS, the Company desires to consummate an asset disposition pursuant to the terms of the Asset Purchase Agreement dated as of March 1, 2006 (the “Project Dear Agreement”) among the Company and TreeHouse Foods, Inc., a Delaware corporation (“TreeHouse”);

WHEREAS, the disposition contemplated by the Project Dear Agreement (and the other transaction documents related thereto) are in compliance with the Loan Documents;

WHEREAS, certain United States trademarks to be disposed of by the Company pursuant to the Project Dear Agreement constitute a portion of the Collateral ("Partial Trademark Collateral");

WHEREAS, pursuant to Section 26 of the Security Agreement, subject to certain conditions which have been satisfied, the Administrative Agent is required to execute and deliver this Partial Release of Intellectual Property Security Interest to the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. BOA in its capacity of Administrative Agent, on behalf of itself and the Secured Parties, does hereby fully release to the Released Parties, without recourse, representation or warranty of any kind, BOA's security interest in and to the Released Parties' right, title and interest in and to the Partial Trademark Collateral, listed on Schedule A attached hereto, granted pursuant to the IP Security Agreement, consisting of a portion of the "Acquired Assets", as such term is defined in the Project Dear Agreement. BOA in its capacity of Administrative Agent, on behalf of itself and the Secured Parties, hereby acknowledges and agrees that immediately upon its execution of this Partial Release of Intellectual Property Security Interest, all such security interest in and to the Released Parties' right, title and interest in and to the Partial Trademark Collateral shall be released and terminated and neither BOA nor any Secured Party shall have any further rights therein.

2. BOA in its capacity of Administrative Agent shall, at the expense of the Company, execute and deliver to the Company (or such Person as the Company may designate) any and all Uniform Commercial Code amendment statements and other release or termination documents, including without limitation any release documents to be filed with the United States Patent and Trademark Office, in each case reasonably requested by the Company or its designee (including TreeHouse) to evidence the release and termination of the security interest in the Partial Trademark Collateral held by the BOA, on behalf of itself and the Secured Parties.

3. The Company represents and warrants to the BOA that (i) each of the conditions set forth in Section 26 of the Security Agreement to the Administrative Agent's obligation to execute this Partial Collateral release has been satisfied and (ii) the Partial Trademark Collateral is being sold pursuant to the Project Dear Agreement.

4. This Partial Release of Intellectual Property Security Interest shall be governed by, and construed in accordance with, the laws of the State of New York.

5. This Partial Release of Intellectual Property Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Partial Release of Intellectual Property

Security Interest by telecopier shall be effective as delivery of a manually executed counterpart of this Partial Release of Intellectual Property Security Interest.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor in its capacity of Administrative Agent has caused this Partial Release of Intellectual Property Security Interest to be duly executed as of the date above first written.

ASSIGNOR
BANK OF AMERICA, N.A.,
as Administrative Agent

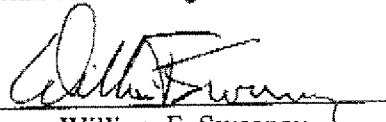
By: _____
Name:
Title:

ASSIGNEE
DEL MONTE CORPORATION

By:  _____
Name: Thomas E. Gibbons
Title: Senior Vice President and Treasurer

IN WITNESS WHEREOF, Assignor in its capacity of Administrative Agent has caused this Partial Release of Intellectual Property Security Interest to be duly executed as of the date above first written.

ASSIGNOR
BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: William F. Sweeney
Title: Senior Vice President

ASSIGNEE
DEL MONTE CORPORATION

By: _____
Name: Thomas E. Gibbons
Title: Senior Vice President and Treasurer

**SCHEDULE A TO THE RELEASE OF INTELLECTUAL PROPERTY
SECURITY INTEREST**

<u>Registration No.</u>	<u>Mark</u>
Reg. No. 2084322	ALL AMERICAN & Star Design
Reg. No. 2734948	Apple Heart Design
Reg. No. 0831551	GREAT AMERICAN & Design
Reg. No. 2669846	NATURAL NUTRITION THE WAY NATURE INTENDED
Reg. No. 2935661	NATURE'S GOODNESS & Heart Design
Reg. No. 2823232	TODDLER CUISINE