

RightFax

Received 05/03/2006 12:40PM in 02:38 on Line (31) for AW13192 * Pg 4/9
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/03/2006
900048077

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>DELAWARE STREET CAPITAL MASTER FUND</td> <td></td> <td>05/01/2006</td> <td>LIMITED PARTNERSHIP: UNITED STATES</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	DELAWARE STREET CAPITAL MASTER FUND		05/01/2006	LIMITED PARTNERSHIP: UNITED STATES
Name	Formerly	Execution Date	Entity Type								
DELAWARE STREET CAPITAL MASTER FUND		05/01/2006	LIMITED PARTNERSHIP: UNITED STATES								
RECEIVING PARTY DATA											
Name:	ALPINE CONFECTIONS CANADA										
Street Address:	1648 DERWENT WAY										
City:	DELTA, BRITISH COLUMBIA										
State/Country:	CANADA										
Entity Type:	ULC: CANADA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2123912</td> <td>SEASHELL TREASURES</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2123912	SEASHELL TREASURES		
Property Type	Number	Word Mark									
Registration Number:	2123912	SEASHELL TREASURES									
CORRESPONDENCE DATA											
Fax Number:	(713)651-5246										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	713-516-1527										
Email:	awhite@fulbright.com										
Correspondent Name:	ALLEN E. WHITE										
Address Line 1:	1301 MCKINNEY ST STE 5100										
Address Line 2:	IPT - 38TH FLOOR										
Address Line 4:	HOUSTON, TEXAS 77010-3095										
ATTORNEY DOCKET NUMBER:	10209333 ALPINE RELEASES										
DOMESTIC REPRESENTATIVE											
Name:											
Address Line 1:											

2123912
CH \$40.00

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Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

ALLEN E. WHITE

Signature:

/ALLEN E. WHITE/

Date:

05/03/2006

Total Attachments: 4

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DOCUMENT NO: 90004877A

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among ALPINE CONFECTIONS CANADA ULC, a Nova Scotia unlimited liability company, (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

WHEREAS, the Grantor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Prior Lenders") and JPMorgan, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks" all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

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WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Trademark Security Agreement such that the Grantor and the Grantee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Trademark Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Trademark Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Trademark Security Agreement and (b) acknowledged its entry into the Trademark Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Grantee (as assignee of JPMorgan) under the Original Trademark Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement and the Assignment and Assumption of Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

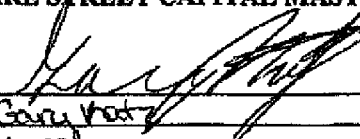
Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

* * * * *

DOCUMENT NO: 90004877A

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: 
Name: Gary Votz
Title: Director

[Signature Page to Release of Security Interests in Trademarks]

DOCUMENT NO: 90004877A

SCHEDULE ATRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
SEASHELL TREASURES	U.S.	2,123,912	12/23/97	Registered

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Received 05/03/2006 12:40PM in 02:38 on line 131 for AW13192 * Pg 6/9
5/3/06 1:45 PAGE 006/009 Fax Server**RELEASE OF SECURITY INTERESTS IN TRADEMARKS**

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among ALPINE CONFECTIONS CANADA ULC, a Nova Scotia unlimited liability company, (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

WHEREAS, the Grantor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Prior Lenders") and JPMorgan, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks," all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

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WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Trademark Security Agreement such that the Grantor and the Grantee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Trademark Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Trademark Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Trademark Security Agreement and (b) acknowledged its entry into the Trademark Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Grantee (as assignee of JPMorgan) under the Original Trademark Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Leaders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement and the Assignment and Assumption of Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

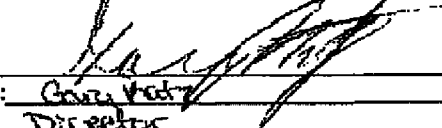
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5/3/06 1:45 PAGE 008/009 Fax Server

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: 
Name: Gary V. Kelly
Title: Director

[Signature Page to Release of Security Interests in Trademarks]

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Received 05/03/2006 12:40PM in 02:38 on Line 131 for AW13192 * Pg 9/9
5/3/06 1:45 PAGE 009/009 Fax ServerSCHEDULE ATRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP/REG. NO.</u>	<u>APP/REG. DATE</u>	<u>STATUS</u>
SEASHELL TREASURES	U.S.	2,123,912	12/23/97	Registered