Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office					
RECORDATION FORM COVER SHEET TRADEMARKS ONLY DOCUMENT NO. 900048077A						
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.						
1. Name of conveying party(ies); DELAWARE STREET CAPITAL MASTER FUND	2. Name and address of receiving party(les)  Additional names, addresses, or citizenship attached?  No					
Individual(s)	General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Cother_ULC Citizenship CANADA If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) I identification or description of the Trademark.					
A. Trademark Application No.(s)      C. Identification or Description of Trademark(s) (and Filing SEASHELL TREASURES	B. Trademark Registration No.(s) 2123912  Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: ALLEN E. WHITE	6. Total number of applications and registrations involved:					
Internal Address:  Street Address: 1301 McKINNEY ST STE 5100	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00  Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed					
City: HOUSTON	8. Payment Information:					
State: TX         Zip: 77010-3095           Phone Number: 713-651-8464	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number <u>06-2375</u>					
Fax Number: <u>713-651-5246</u> Email Address: <u>AWHITE@FULBRIGHT.COM</u>	Authorized User Name ALLEN E. WHITE					
9. Signature:  ALLEN E. WHITE  Name of Person Signing	05-03-06  Date  Total number of pages including cover sheet, attachments, and document:					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK ASSIGNMENT					
Electronic Version v1.1 05/03/2006 Stylesheet Version v1.1 900048077					
SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEY	YANCE: RELEASE BY SECURED PARTY				
CONVEYING PARTY DATA					
Name			Formerly	Execution Date	Entity Type
DELAWARE STREET MASTER FUND	REET CAPITAL			05/01/2006	LIMITED PARTNERSHIP: UNITED STATES
RECEIVING PARTY D	ATA				
Name:	ALPINE CONF	ECTIO	ONS CANADA		
Street Address:	1648 DERWENT WAY				
City;	DELTA, BRITI	SH CC	LUMBIA		
State/Country:	CANADA				
Entity Type:	ULC: CANADA	١			
PROPERTY NUMBERS Total: 1					
Property Type	Numi	ber	1	Word Mark	
Registration Number:	2123912		SEASHELL TREASURES		
CORRESPONDENCE DATA  Fax Number: (713)651-5246					
Fax Number:	(713)651-				
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
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:					

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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 source=DELAWARE ST TO ALPINE RELEASE TM_1#page1.tif source=DELAWARE ST TO ALPINE RELEASE TM_2#page1.tif source=DELAWARE ST TO ALPINE RELEASE TM_3#page1.tif source=DELAWARE ST TO ALPINE RELEASE TM_4#page1.tif		

5/017

## RELEASE OF SECURITY INTERESTS IN TRADEMARKS

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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**DOCUMENT NO: 90004877A** 

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.

-2-

**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: Gove Vo

[Signature Page to Release of Security Interests in Trademarks]

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**DOCUMENT NO: 90004877A** 

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

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

**TRADEMARK** 

**REEL: 003303 FRAME: 0281** 

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#### <u>RELEASE OF SECURITY INTERESTS IN TRADEMARKS</u>

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May \_\_\_\_\_\_, 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 S, 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 IPMorgan, 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, royaldes, 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," allof which are listed on Schedule A strached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, IPMorgan 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 IPMorgan 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);

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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, 2005, 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 fillings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

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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:

Title:

[Signature Page to Release of Security Interests in Trademarks]

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## SCHEDULE A

#### TRADEMARK REGISTRATIONS AND APPLICATIONS

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