

11-14-06

04-19-2006

Form PTO-1554 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

103222404

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sovereign Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Federal Savings Bank

2. Name and address of receiving party(ies)
Name: LIFE IS GOOD, INC.
Internal
Address:
Street Address: 283 Newbury Street
City: Boston State: MA Zip: 02118

OFFICE OF PATENT RECORDS
FINANCE SECTION
SEP 14 11 10 AM '06

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Release of Security Agreement
Execution Date: 3/31/06

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Massachusetts
Other
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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 74/654470; 75/094576
76/158488; 76/331123; 76/319447

B. Trademark Registration No.(s) 2,911,483

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine M. Baker, Esq.
Internal Address:
Mintz Levin Cohn Ferris Glovsky & Popeo, PC
Street Address:
Chrysler Center, 666 Third Avenue
City: New York State: NY Zip: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
50-0311 Reference No. 26865-008

DO NOT USE THIS SPACE

9. Signature.

Christine M. Baker, Esq.
Name of Person Signing

[Handwritten Signature]
Signature

9/14/06

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

11/15/06 05:18 AM 00000231 300311 04534470
FEB 06 10:00 AM
FEB 06 10:00 AM

TRADEMARK
REEL: 003328 FRAME: 0134

TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

Life is good, Inc.

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of March 31, 2006, by **SOVEREIGN BANK**, with an office at 75 State Street, Boston, Massachusetts 02109, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in connection with the Revolving Credit and Term Loan Agreement, dated as of March 2, 2005 (as heretofore amended, and in effect, the "Credit Agreement"), by and among Life is good, Inc. (the "Borrower"), Sovereign Bank and the other lending institutions set forth on Schedule 1 thereto (the "Lenders") and the Collateral Agent.


WHEREAS, in connection with the Credit Agreement, the Borrower and the Collateral Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of March 2, 2005 (the "Trademark Agreement"), which Trademark Agreement was recorded on March 7, 2005 with the United States Patent and Trademark Office at Reel 003057, Frame 0309 for the purpose of securing payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Trademark Agreement, the Borrower granted to the Collateral Agent a security interest in, and granted, assigned and conveyed to the Collateral Agent, by way of collateral security, the Borrower's entire right, title and interest in and to, the Pledged Trademarks (as defined in the Trademark Agreement); and

WHEREAS, the Collateral Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to the Borrower its right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Collateral Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

SOVEREIGN BANK, as Collateral Agent

By: 
Title: *Vice President*

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

On this 31 day of March, 2006, before me, the undersigned notary public, personally appeared J. Douglas Dixon, proved to me through satisfactory evidence of identification, which was a Massachusetts drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as an authorized signatory of Sovereign Bank).

Janet M. Riley
Notary Public
My Commission Expires:

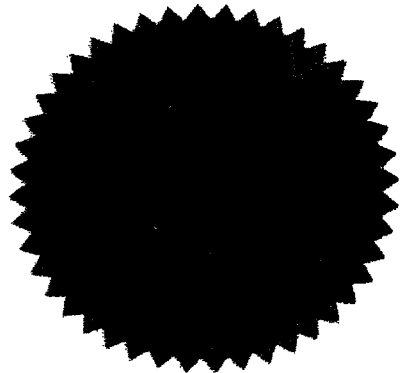
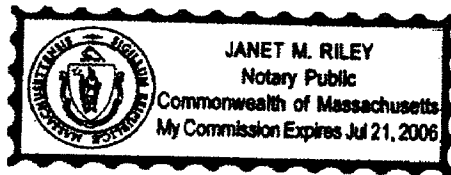


EXHIBIT A

Life is good, Inc.

Trademarks and Trademark Registrations

UNITED STATES

Trademark or Service Mark	Registrations	
	Registration No.	Registration Date
LIFE IS GOOD	2025737	12/24/96
Design Only (smiley face with sunglasses and a beret)	2055452	04/22/97
DO WHAT YOU LIKE. LIKE WHAT YOU DO.	2454376	05/29/01
LIFE IS GOOD	2481887	08/28/01
LIFE IS GOOD	2692561	03/04/03
LIFE IS GOOD	2826245	03/23/04
LIFE IS GOOD	2865595	07/20/04
GOOD TECH	2911483	12/14/04
LIFE IS GOOD image (semi- oval with company name inside and rays of sun shooting out)	74654470	03/31/95
HOMEMADE JAM	75094576	04/26/96
HOMEMADE JAM	76158488	11/03/00
HOMEMADE JAM	76331123	10/29/01
LIFE IS GOOD	76319447	10/02/01

CANADA

LIFE IS GOOD	468876	01/15/97
LIFE IS GOOD	1192403	Response to office action filed
JAKE	1192405	11/23/04

CTM

LIFE IS GOOD & JAKE	000528174	06/19/00
LIFE IS GOOD	3390606	Filed 10/10/03

BUSDOCS:1111440.1
BUSDOCS/1546424.1