

09-21-2006

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MRD 9-18-06 RECORD  
Resub. TRADEMARKS ONLY 103310709

FINANCE SECTION

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):

U.S. Bank National Association

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other national banking association
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Trinidad/Benham Corp.

Internal

Address: \_\_\_\_\_

Street Address: 3650 So. Yosemite St.

City: Denver

State: Colorado

Country: \_\_\_\_\_ Zip: 80237

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) February 1, 2006

- Assignment
- Security Agreement
- Other Termination of Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael D. Killin

Internal Address: \_\_\_\_\_

Street Address: 270 St. Paul Street, Suite 200

City: Denver

State: Colorado Zip: 80206

Phone Number: (303) 394-7218

Fax Number: (303) 322-5800

Email Address: mkillin@capmuelbohn.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$: 590.00

- Authorized to be charged by credit card 665 p
- Authorized to be charged to deposit account
- Enclosed 7695

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 03/22/2006 MUELLER 00000001 1990325

Authorized User Name 01 FC:8521  
02 FC:8522

48.00 OP  
558.00 OP

9. Signature:

Signature

John W Ball

Date

2-1-06

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

06/19/2006 DBYRNE

01 FC:8522

00000002 1990325

Name of Person Signing

Documents should 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

TRADEMARK  
REEL: 003398 FRAME: 0870

## Trademark Security Agreement

## TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Trinidad/Benham Holding		BEAN BUDDIES	1,990,325	74-539,877	6/20/94	Soup mixes, packaged dry beans (International class 29)
		CORAZON & Design	TMA 303,567			
Trinidad/Benham Corp.		EVANS & Design	1,081,925	90,183	6/14/76	Legumes, dried vegetables (Int'l class 29); unpopped popcorn, pearl barley (Int'l class 31)
Trinidad/Benham Corp.		PEAK	2,119,628	75-200,172	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30); legumes, beans, sunflower seeds, peas, lentils, barley, and unpopped popcorn (Int'l class 31)
Trinidad/Benham Corp.		PEAK COOKQUIK	2,268,018	75-200,245	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30)
Trinidad/Benham Corp.		PEAK CUISINE	2,167,010	75-200,226	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30)
Trinidad/Benham Corp.		PEPITO	831,561	72-247,971	6/13/66	Popcorn (Int'l class 30, US class 46)
Trinidad/Benham Corp.		RANCI WAGON	1,128,512	122,894	4/15/77	Household aluminum foil (int'l class 6)
Trinidad/Benham Corp.		RODDY BOY	1,222,767	73-297,960	2/20/81	Dried beans, chick peas, and lentils (Int'l class 29, US class 46); unpopped popcorn (Int'l class 31, US class 46)
Trinidad/Benham Corp.		ROMANINA	1,395,959	73-560,432	9/27/85	Canned vegetables, olive oil and marinated salad, excluding macaroni

## TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Trinidad/Benham Corp.		SIAMROCK ALUMINUM FOIL.	1,463,286	654,095	4/4/87	salad, pasta salad and rice salad (Int'l class 29, US class 46)
Trinidad/Benham Holding Company		THAT'S A LOTTA BEANS	1,945,127	74-539,584	6/20/94	Aluminum foil (int'l class 6)
Trinidad/Benham Corp.*		"THE BEST THING NEXT TO FOOD"	1,412,017	73-589,120	3/20/86	Soup mixes and packaged dried beans (Int'l class 29)
Trinidad/Benham Corp.*		AMERICANA	1,441,773	73-628,949	11/6/86	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		CHIEF'S CHOICE	1,945,219	74-558,043	8/8/94	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		CHIEF'S CHOICE	1,922,315	74-558,046	8/8/94	Microwave popcorn (Int'l class 30, US class 46)
Trinidad/Benham Corp.*		CHIEF'S PRIDE	2,067,851	74-727,265	9/11/95	Unprocessed beans (Int'l class 31, US class 46)
Trinidad/Benham Corp.*		EMERALD	0,988,240	72-454,067	4/6/73	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		MASTER WRAP	1,012,060	73-001,355	9/19/73	Aluminum foil sold for food wrapping and other household uses (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		SILV-O-LINE	1,001,196	72-461,039	6/22/73	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		UNIVERSAL	0,873,322	72-303,974	7/31/68	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		WONDERFOIL	1,218,860	73-276,333	9/2/80	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		LA FLEUR	(application sent to USPTO on	76-041,555	5/5/00	Dried beans (Int'l class 29, US class 46); Unpopped popcorn (Int'l class 31, US class 14)

Schedule 1 to Trademark Security Agreement - Page 2

TRADemarks

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
			572/00 PENDING			class 1, 46)
Trinidad/Benham Corp.*		BUDGET BUY	1,807,040	74-356,605	2/8/93	Aluminum foil (Int'l class 6, US class 14); Plastic sandwich bags, plastic trash bags and plastic wrap (Int'l class 16, US class 2, 37); Paper plates (Int'l class 21, US class 2)
Trinidad/Benham Corp.*		CHIEF'S CHOICE	1,952,524	74-558,041	8/8/94	Pepper (Int'l class 30, US class 46)
Trinidad/Benham Corp.*		PANTRY	(application sent to USPTO on 5/2/00) PENDING	76-041,556	5/5/00	Dried peas, dried beans and lentils (Int'l class 29, US class 46); Rice and pearl barley (Int'l class 30, US class 46); Unpopped popcorn (Int'l class 31, US class 1, 46)

\* Being acquired

Trademark Licenses		Date of Agreement
Agreement	Parties	
Limited license to use trademarks JACK RABBIT and JACK RABBIT and design	CONAGRA, INC. as licensor and TRINIDAD/BENHAM CORP. as licensee	8/7/00

# TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination") dated as of the 1<sup>st</sup> day of February, 2006 is made by **U. S. BANK NATIONAL ASSOCIATION**, a national banking association (hereinafter referred to as "U.S. Bank"), as successor administrative agent to **COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A.**, New York Branch ("**RaboBank**"), with reference to that certain Trademark Security Agreement dated July 31, 2000 ("**Security Agreement**") entered into by **TRINIDAD/BENHAM HOLDING COMPANY**, a Delaware corporation and **TRINIDAD/BENHAM CORP.**, a Colorado corporation, (collectively "**Trinidad**") in favor of RaboBank, in its capacity as administrative agent for itself and all other Banks, as defined in the First Amended and Restated Revolving Credit Agreement, dated July 31, 2000, as amended, modified, supplemented, renewed or restated from time to time ("**Credit Agreement**"). Capitalized terms used and not defined in this Termination shall have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to Third Amendment to the Credit Agreement dated December 27, 2002, RaboBank resigned as Agent for the Banks under the Credit Agreement and the Banks appointed U.S. Bank as successor Agent in accordance with the terms of the Credit Agreement.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("**USPTO**") on January 18, 2001 in Reel 2221/Frame 0274.

WHEREAS, pursuant to the Security Agreement, Trinidad granted to the Banks certain security interests in those certain trademarks (the "**Trademarks**") listed in the Security Agreement and again listed on Schedule 1 to this Termination, which is attached hereto and incorporated herein by this reference.

WHEREAS, Trinidad has repaid all liabilities owed to the Banks pursuant to the Credit Agreement and the Banks desire to terminate any security interests they may retain in the Trademarks.

THEREFORE U.S. Bank, as Agent for the Banks, does hereby remise, release and quitclaim unto Trinidad, and unto its successors and assigns forever, any right, title and interest which U.S. Bank, as Agent for the Banks, has under and by virtue of the aforesaid Security Agreement as filed with the USPTO. TO HAVE AND TO HOLD THE SAME, with all the privileges and appurtenances thereunto belonging forever; and further, that U.S. Bank, as Agent for the Banks, does hereby fully and absolutely release, cancel, terminate, and forever discharge any security interests held by the Banks pursuant to the terms of the Security Agreement.

**U. S. BANK NATIONAL ASSOCIATION,**  
as Agent for the Banks

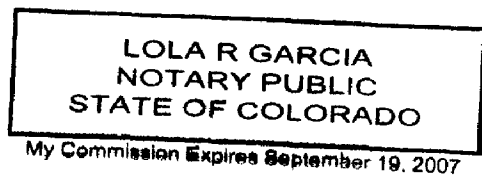
By: \_\_\_\_\_

Its: Vice President

STATE OF Colorado )  
 )ss.  
COUNTY OF Denver )

On this 1<sup>st</sup> day of February, 2006 before me, a Notary Public, in the State of Colorado, personally appeared, John W. Ball, to me personally known, who being by me duly sworn, is the Vice President of U.S. Bank National Association, and that said instrument was signed by authority vested in him and that the execution of said instrument is the voluntary act and deed of said national banking association.

Witness my hand and official seal.  
My commission expires: 9/19/2007



Lola R Garcia  
Notary Public