

01-22-2007

D
#

Form PTO-158
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼

RECO
TF
▼



103364001

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

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

1.0.9.1.1

1. Name of conveying party(ies):

FIRST BANK NATIONAL ASSOCIATION
601 SECOND AVENUE SOUTH
MINNEAPOLIS MN 55402

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: **LEANN CHIN INC**
Internal
Address: **3600 WEST 80TH STREET SUITE 210**

Street Address: _____
City: **BLOOMINGTON** State: **MN** Zip: **55431**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **RELEASE**

Execution Date: **01/10/07**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **N/A**

B. Trademark Registration No.(s) **1,402,617**

Additional number(s) attached Yes No

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

Name: **US BANK NA**

Internal Address: **PO BOX 3487**

Street Address: **400 CITY CENTER**

City: **OSHKOSH** State: **WI** Zip: **54903**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PHYLLIS A. FRYMAN
Name of Person Signing

Phyllis A Fryman
Signature

01/10/07
Date

Total number of pages including cover sheet, attachments, and document: **3**

01/19/2007 DBYRNE 00000026 1402617

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

01 FC:8521

40.00 OP

TRADEMARK
REEL: 003469 FRAME: 0108

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **January 10, 2007** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **June 9, 1995** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **Leann Chin Inc**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

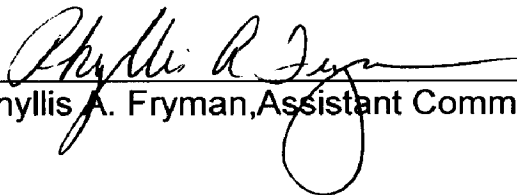
WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral; (iii) restore all right, title and interest in and to the Intellectual Property Collateral, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth, and discharges, quit claims and relinquishes unto **Leann Chin Inc**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

U.S. Bank National Association
f/k/a First Bank National Association




Phyllis A. Fryman, Assistant Commercial Officer

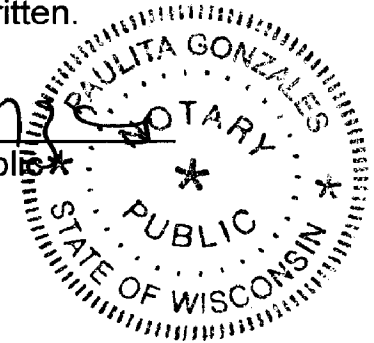
STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this January 10, 2007, before me appeared Phyllis A. Fryman to me personally known, who being by me duly sworn did say that he/she is Assistant Commercial Officer of U.S. Bank National Association, f/k/a First Bank National Association, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.



Paulita Gonzales, Notary Public
My term expires: 08/12/07



Customer: #N/A Cost Center: #0004569