

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp Trustee Company Limited		12/01/2006	Private Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kettle Foods, Inc.		
<b>Street Address:</b>	3125 S.E. Kettle Ct.		
<b>City:</b>	Salem		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97301		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3006499	FLOWER POWER	
Registration Number:	3006500		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(503)371-1447		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5033640399		
<b>Email:</b>	dtrant@kettlefoods.com		
<b>Correspondent Name:</b>	Deborah Trant		
<b>Address Line 1:</b>	P.O. Box 664		
<b>Address Line 4:</b>	Salem, OREGON 97308		
<b>NAME OF SUBMITTER:</b>	Deborah Trant		
<b>Signature:</b>	/deborah trant/		
<b>Date:</b>	01/30/2007		

OP \$65.00 3006499

**Total Attachments: 4**

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**RELEASE AND TERMINATION OF  
INTELLECTUAL PROPERTY SECURITY**

RELEASE AND TERMINATION dated December 11, 2006 (the "**Release and Termination**") made by Citicorp Trustee Company Limited, as security agent for the Finance Parties under the Senior Facilities Agreement and as security agent for the Finance Parties under the Mezzanine Facility Agreement (the "**Security Agent**").

**PRELIMINARY STATEMENTS**

- (1) On October 23, 2006, Kettle Foods, Inc. (the "**Grantor**") entered into a Senior Facilities Agreement with, among others, the Security Agent.
- (2) On October 23, 2006, the Grantor entered into a Mezzanine Facility Agreement with, among others, the Security Agent.
- (3) On October 23, 2006, the Grantor and others entered into a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Security Agent for the ratable benefit of the Finance Parties. Terms defined in the Security Agreement and not otherwise defined in this Release and Termination are used in this Release and Termination as defined in the Security Agreement.
- (4) Pursuant to the Security Agreement, the Grantor pledged to the Security Agent a security interest in, among other property, certain intellectual property of the Grantor pursuant to an Intellectual Property Security Agreement dated October 23, 2006 (the "**IP Security Agreement**") in favor of the Security Agent for the ratable benefit of the Finance Parties.

**NOW THEREFORE,**

1. The Security Agent, for itself and for the Finance Parties, hereby (i) releases and terminates the assignments and security interests over the intellectual property listed on Schedule A attached hereto granted by the Grantor under the IP Security Agreement to the Security Agent for the ratable benefit of the Finance Parties and (ii) reassigns, transfers and sets over to the Grantor all right, title and interest in and to the intellectual property listed on Schedule A attached hereto.
2. The Security Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.
3. This Release and Termination shall be binding upon and inure to the benefit of the Security Agent, the Finance Parties and the Grantor and their respective successors and assigns.
4. This Release and Termination may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. This Release and Termination shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Security Agent has caused this Release and Termination to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CITICORP TRUSTEE COMPANY  
LIMITED, as Security Agent

By:   
Name:  
Title: **Allen Pemberton**  
**Director**

Schedule A  
to the Release and  
Termination

TRADEMARKS

TRADEMARK	CLASS	STATUS	REGISTRATION #	REGISTRATION DATE
FLOWER POWER	4	Registered	3006499	11-Oct-05
Sunflower Lightning Bolt Device	4	Registered	3006500	11-Oct-05