

**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>
TD BANKNORTH, N.A., AS AGENT		04/30/2007	National Bank: UNKNOWN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOHNNY APPLESEED'S, INC.		
<b>Street Address:</b>	30 Tozer Road		
<b>City:</b>	Beverly		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01915		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	756119	JOHNNY APPLESEED'S	
Registration Number:	2523614	LOMBARDI	
Registration Number:	921309	JOHNNY APPLESEED'S	
Registration Number:	941094		
Registration Number:	1771355	APPLESEED'S	
Registration Number:	1809067	APPLESEED'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2129093078		
<b>Email:</b>	szablock@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP; Att: Susan Zablocki		
<b>Address Line 1:</b>	153 East 53rd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

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ATTORNEY DOCKET NUMBER:	38310-220 SZ
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	05/02/2007
Total Attachments: 3 source=TD Banknorth TM release to Johnny Appleseed's#page1.tif source=TD Banknorth TM release to Johnny Appleseed's#page2.tif source=TD Banknorth TM release to Johnny Appleseed's#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of April 30, 2007 (“Effective Date”) by and between **TD Banknorth, N.A.**, in its capacity as Agent (as defined in the Credit Agreement dated November 14, 2005 between Grantor and Grantee) (“Grantee”), and **Johnny Appleseed’s, Inc.** (“Grantor”).

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement (“Trademark Security Agreement”) by and between Grantor and Grantee dated November 14, 2005, Grantor granted to Grantee a continuing security interest in and to the Trademarks (as defined in the Security Agreement), Goodwill (as defined in the Security Agreement) associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing (other than Excluded Property), including, without limitation, those referred to on Schedule A hereto (collectively, the “Trademark Collateral”).

**WHEREAS**, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Security Agreement by and between Grantor and Grantee dated November 14, 2005 (the “Security Agreement”);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on March 14, 2006 at Reel/Frame **3316/0456**; and

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, Grantor’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

TD Banknorth, N.A., as Agent

By: Kathy A. Mahoney

Name: Kathy A. Mahoney

Title: Vice President

**Schedule "A"**  
**TRADEMARKS**

Serial #:	72139756	Filing Dt:	03/13/1962	Reg #:	756119	Reg. Dt:	09/03/1963
Mark:	JOHNNY APPLESEED'S						

Serial #:	72367139	Filing Dt:	08/05/1970	Reg #:	921309	Reg. Dt:	09/28/1971
Mark:	JOHNNY APPLESEED'S						

Serial #:	72367296	Filing Dt:	08/06/1970	Reg #:	941094	Reg. Dt:	08/15/1972
Mark:							

Serial #:	74303455	Filing Dt:	08/12/1992	Reg #:	1771355	Reg. Dt:	05/18/1993
Mark:	APPLESEED'S						

Serial #:	74333322	Filing Dt:	11/23/1992	Reg #:	1809067	Reg. Dt:	12/07/1993
Mark:	APPLESEED'S						

Serial #:	75856628	Filing Dt:	11/24/1999	Reg #:	2523614	Reg. Dt:	12/25/2001
Mark:	LOMBARDI						