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TO: PATRICK M. BERGIN COMPANY: 111 EAST KILBOURN AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/15/2007
900076917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Bank of California N.A.		05/14/2007	NATIONAL BANKING ASSOCIATION:

RECEIVING PARTY DATA

Name:	GFA Brands, Inc.
Street Address:	P.O. Box 397 211 Knickerbocker Road
City:	Cresskill
State/Country:	NEW JERSEY
Postal Code:	07626
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	70023770	H-O
Serial Number:	71000706	NUCOA
Serial Number:	71019623	H-O
Serial Number:	71226056	CREAM
Serial Number:	71512369	H-O
Serial Number:	71579528	FANNING'S
Serial Number:	72210653	SPIN BLEND
Serial Number:	73340979	MRS. FANNING'S
Serial Number:	73345918	TASTE THIS GOOD HAPPENS ONCE IN A PICKLE
Serial Number:	73440020	H-O
Serial Number:	73680555	H-O
Serial Number:	73711034	HEARTBEAT
Serial Number:	73756391	HEART BEAT

CH \$1240.00 70023770

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Serial Number:	73780084	HEART BEAT
Serial Number:	74091482	
Serial Number:	74147728	HEART BEAT
Serial Number:	74173035	SMART BEAT
Serial Number:	74222616	SMART SLICES
Serial Number:	74222639	SMART MAYO
Serial Number:	74223620	SMART SPREAD
Serial Number:	74398380	FAMOUS PAN-TOASTED FLAVOR
Serial Number:	74399101	THE ORIGINAL BREAD 'N BUTTER PICKLES
Serial Number:	74727963	SMART SQUEEZE
Serial Number:	74800892	DEDICATED TO HEART HEALTH
Serial Number:	75026237	SMARTER THAN BUTTER!
Serial Number:	75047855	SMART SLICES
Serial Number:	75110329	POWER OATS
Serial Number:	75127811	SMART BALANCE
Serial Number:	75179824	SMART OIL
Serial Number:	75567856	SMART COW
Serial Number:	75977525	SMART BALANCE
Serial Number:	75978107	EARTH BALANCE
Serial Number:	76112120	SOY GARDEN
Serial Number:	76234644	BALANCING YOUR FATS
Serial Number:	76252358	SMART BALANCE
Serial Number:	76252421	EARTH BALANCE
Serial Number:	76409592	SMART WHIP
Serial Number:	78158619	THE SMART BAR
Serial Number:	78158621	IDEAL BALANCE
Serial Number:	78165053	MOVIE PALACE
Serial Number:	78178596	OMEGA BALANCE
Serial Number:	78178597	OCEAN BALANCE
Serial Number:	78272133	SMART BALANCE OMEGA
Serial Number:	78315678	OMEGA 3 FROM THE SEA
Serial Number:	78323269	HDL SMART!
Serial Number:	78335601	CHOLESTEROL BALANCE
Serial Number:	78335775	PATENTED BLEND TO HELP BALANCE CHOLESTEROL
Serial Number:	78366180	BUTTERY BURST

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Serial Number 80030972

PB

CORRESPONDENCE DATA

Fax Number: (414)278-3763

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-225-7563

Email: pbergin@dkattorneys.com

Correspondent Name: Patrick M. Bergin

Address Line 1: 111 East Kilbourn Avenue

Address Line 2: Suite 1400

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

33816.85227

NAME OF SUBMITTER:

Patrick M. Bergin

Signature:

/Patrick M. Bergin/

Date:

05/15/2007

Total Attachments: 2

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TO: PATRICK M. BERGIN COMPANY: 111 EAST KILBOURN AVENUE

May 14, 2007

GFA Brands, Inc.
600 Montgomery Street, Suite 2900
San Francisco, CA 94111
Attn: Alexander S. Panos

Dear Alexander S. Panos:

Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of May 6, 2005, (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") among GFA Brands, Inc., a Delaware corporation (the "Borrower"), Union Bank of California, N.A., a national banking association (in its individual capacity, "UBOC"), and certain other financial institutions parties thereto as lenders thereunder (UBOC and such other financial institutions being hereinafter referred to individually as a "Lender" and collectively as the "Lenders"), including, without limitation, UBOC, acting in its capacity as sole lead arranger, and as administrative agent (UBOC, in such capacity, being hereinafter referred to as "Existing Agent") for the Lenders (Existing Agent and the Lenders being hereinafter referred to individually as an "Existing Lender Party" and collectively as the "Existing Lender Parties"). Capitalized terms used but not defined herein have the meanings assigned to such terms in the Existing Credit Agreement.

The Existing Agent acknowledges that all of the liabilities and obligations of the Borrower now outstanding or accrued under the Existing Credit Agreement and all documents executed in connection therewith have been paid in full and discharged. The Existing Agent further agrees that (a) the Existing Credit Agreement is hereby terminated and has no further force and effect, (b) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Existing Credit Agreement are terminated, (c) the Existing Lender Parties shall no longer benefit from the security interests or the liens created by the Security Agreement and all such security interests or liens shall be forever satisfied, released and discharged and (d) the Existing Lender Parties further agree that the Existing Agent or the Borrower, or any agent on their behalf, is hereby authorized and instructed to release any and all security interests, pledges, liens and/or other encumbrances created by the Security Agreement.

The Existing Agent has delivered, will deliver, or cause to be delivered, to the Borrower, at the Borrower's cost and expense, Uniform Commercial Code termination statements and termination or releases of any filings with the United States Patent and Trademark Office naming the Existing Agent as assignee, and all other documents, instruments or certificates as the Borrower may reasonably request to terminate all financing statements and to release any and all security interests, pledges, liens and/or other encumbrances created by the Security Agreement.

In addition, the Existing Agent hereby authorizes the Borrower, the Lenders, or any of their representatives or agents on their behalf, any time from and after the date hereof, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect on public record, the release and discharge of security interests and liens filed in favor of the Existing Agent with respect to the Collateral and to file all necessary releases of any filings with the United States Patent and Trademark Office naming the Existing Agent as assignee. The

Termination Letter

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Existing Agent will, from and after the date hereof, execute and/or deliver such other termination statements or documents and take such other actions as the Borrower or the Lenders, as the case may be, may from time to time reasonably request to evidence the satisfaction of the obligations of the Borrower and the Lenders under the Existing Credit Agreement and the other Loan Documents and to effectuate, or reflect on public record, the release and discharge of such security interests and liens. All of the foregoing, both before and after the date hereof, shall be at the expense of the Borrower and the Lenders, with no liability to the Existing Agent.

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

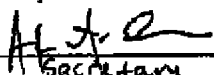
This letter may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this letter shall be effective as delivery of an original executed counterpart.

UNION BANK OF CALIFORNIA, as Existing Agent

By: 
Its: CRAIG R. CAPPAI
Vice President

ACKNOWLEDGED AND AGREED
As of May 14, 2007

GFA BRANDS, INC.,
a Delaware corporation

By: 
Its: Secretary

Termination Letter