

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Our Ref.: FPP-5197-2

**Mail Stop Assignment Recordation Services** Via fax only: 571-273-0140

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
The CIT Group/Business Credit, Inc.

- Individual(s)
- General partnership
- Corporation-State: New York
- Other: \_\_\_\_\_
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

Name: John F. Cope Co., Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 156 W. Harrisburg Avenue

City: Rheems  
State/Country: PA  
Zip: 17570-0419

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Pennsylvania
- 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
- Security Assignment
- Other: Release of Security Interest
- Merger
- Change of Name

Execution Date: August 1, 2005

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)  
(1)  
(2)  
(3)

B. Trademark Registration No.(s)  
(1) 2547310  
(2)  
(3)

Additional numbers attached?  Yes  No

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

Name: Frank P. Presta  
Internal Address: \_\_\_\_\_

Street Address: Nixon & Vanderhye P.C.  
901 North Glebe Road  
11th Floor

City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

**DO NOT USE THIS SPACE**

9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Frank P. Presta  
Name of Person Signing

  
Signature

November 20, 2007  
Date

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

FPP:cgp

CH \$40.00 141140 2547310

**CONSENT AND RELEASE AGREEMENT**

This CONSENT AND RELEASE AGREEMENT (the "Agreement") is made and entered into this 2 day of April, 2005 by and between JOHN F. COPE CO., INC., a Pennsylvania corporation, with offices located at 156 Harrisburg Avenue, P.O. Box 419 Rheams, Pennsylvania, 17570 (hereinafter referred to as "Debtor"), THE CIT GROUP/BUSINESS CREDIT, INC., with an address at 1211 Avenue of the Americas, New York, New York 10036 (hereinafter referred to as "Creditor").

**RECITALS**

WHEREAS, Debtor is the owner of certain tangible assets and Trademark Registrations (collectively the "Assets") used by Debtor in its business of selling and distributing food products in various market segments and more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Creditor is the owner and holder of certain documents evidencing and securing certain loan accommodations made by Creditor to Debtor, including without limitation, UCC Financing Statements, filed with the Pennsylvania Secretary of State evidencing liens on the Assets; and

WHEREAS, Debtor has entered into a certain asset purchase agreement (the "Asset Purchase Agreement") dated the date hereof pursuant to which the Assets will be transferred, sold and assigned to Farm Stand Foods LLC (the "Sale") and has requested that Creditor consent to such sale; and

WHEREAS, Creditor has agreed to consent to the Sale and to the release of its security interest in the Assets.

NOW THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. **Consent to Sale.** Effective as of the closing of the transactions contemplated by the Asset Purchase Agreement, and in consideration of the payment by Debtor of the sum of Seventy-Five Thousand Dollars (\$75,000), Creditor hereby consents to and approves of the Sale of the Assets sold thereunder to Farm Stand Foods LLC. The parties hereto agree that the Seventy-Five Thousand Dollars (\$75,000) sum paid hereunder will be applied by Creditor against any outstanding interest and fees owed to Creditor under those certain credit accommodations. Notwithstanding any other agreement between the parties to the contrary, it is further agreed between the parties that Creditor hereby consents to Debtor's payment of \$20,054.71 to Sovereign Bank out of the proceeds of the Sale.

2. **Release.** Effective as of the closing of the transactions contemplated by

the Asset Purchase Agreement, Creditor hereby releases its security interest in the Assets sold thereunder. Notwithstanding Creditor's release hereunder, Creditor will retain a lien on the payment stream proceeds from the sale of certain trademarks as defined in the Asset Purchase Agreement and all other assets not otherwise released herein as pledged to Creditor by Debtor pursuant to the credit documents between the parties.

3. Further Assurances. The parties hereto agree to execute such additional documents and agreements as are necessary to effectuate the intent and purpose of this Agreement, including but not limited to applicable filings with the Pennsylvania Secretary of State to reflect the release of Creditor's security interest.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which taken together shall constitute one and the same Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that no effect shall be given for its principles of conflicts of law.

6. Parties Bound. This Agreement shall be binding upon parties and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed Agreement as of the date first written above.

JOHN F. COPE CO., INC.

By: Donald J. Long  
 Name: Donald J. Long  
 Title: Secy / Treasurer

THE CIT GROUP/BUSINESS CREDIT, INC.

By: Andrew Hunsicker  
 Name: Andrew Hunsicker  
 Title: Vice President