

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0551-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Association
- Limited Partnership

Other National Banking Assoc.

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Pechter's Baking Group, LLC

Internal Address: c/o James Kourgelis

Street Address: 61 Walsh Drive

City: Mahwah

State: New Jersey

Country: US Zip: 07430

- Association
- General Partnership
- Limited Partnership
- Corporation

Other LLC Citizenship New Jersey

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) Dec 6, 2007

- Assignment
- Security Agreement
- Other Release of Assignment
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) 71086185, 71534180, 73485630, 74504591 + 74655254

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Jill F. Rosenfeld, Esq.

Internal Address: Wells, Jaworski + Liebman, LLP

Street Address: 12 Route 17 North

City: Paramus

State: New Jersey Zip: 07652

Phone Number: 201-587-0888

Fax Number: 201-587-8845

Email Address: jrosenfeld@wellsllaw.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 6002  
Expiration Date 9/09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Jill F. Rosenfeld

JILL F. ROSENFELD  
Signature

1/4/08  
Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 71086185

**TERMINATION AND RELEASE**  
**OF**  
**TRADEMARK LIEN AND ASSIGNMENT**

TERMINATION AND RELEASE OF TRADEMARK LIEN AND ASSIGNMENT, dated as of December 6<sup>th</sup>, 2007, by and between Bank of America, N.A., a National Banking Association, successor-in-interest to Fleet Bank National Association, with a mailing address at Mail Stop: NJ6-502-01-08, 750 Walnut Avenue, Cranford, New Jersey 07016, (the "Lender"), under the Security Agreement and Mortgage (as defined herein) and Pechter's Baking Group, LLC, a New Jersey limited liability company, having an address c/o James Kourgelis, 61 Walsh Drive, Mahwah, New Jersey 07430 (the "Company").

WHEREAS, pursuant to the terms of the Security Agreement and Mortgage dated October 19, 1995, between the Company and the Lender (as amended and in effect from time to time, the "Loan Agreement") and recorded with the U.S. Patent and Trademark Office on June 24, 1999, at (Trademark Reel 1919 and Frame 0873), the Company granted to the Lender a security interest in and lien on, and collaterally assigned to the Lender all of its trademarks, trademark registrations and associated goodwill, including without limitation, the trademarks identified on Schedule A attached hereto, together with any and all common law rights therein (such trademarks referred to herein as the "Named Trademarks"); and

WHEREAS, the Lender has agreed to terminate and release its security interest and all of its right, title and interest in each of the Named Trademarks as herein provided;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender and the Company hereby agree as follows:


1. **Release and Assignment.** The Lender hereby terminates and releases its security interest in and first priority lien on all of the Company's Named Trademarks, and the Lender hereby assigns and transfers to the Company, without recourse, all of the Lender's right, title and interest in and to each of the named Trademarks and the related trademark registrations and goodwill, together with any and all common law rights therein, effective as of the date set forth above.

2. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and assignment by the Lender.

3. Counterparts. This Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Lender and the Company have executed this Release, to take effect as of the date first set forth above.

BANK OF AMERICA, N.A.

By:   
Name: William T. Franey  
Title: Senior V.P.,  
Credit Products Officer

Accepted:


PECHTER'S BAKING GROUP, LLC

By:   
Name: James Kourgelis  
Title: Managing Member

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW JERSEY            )  
  )  
COUNTY OF UNION            )     SS.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_ day of December, 2007, personally appeared William T. Franey to me known personally, and who, being by me duly sworn, deposes and says that he is a Senior Vice President, Credit Products Officer, of Bank of America, N.A., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public  
My Commission Expires:

**THERESA VARIPAPA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 9/15/2010**

**EXHIBIT A**

<b><u>Serial #</u></b>	<b><u>Registration #</u></b>	<b><u>Wordmark</u></b>
71086185	106999	M. Pechter's
71534180	507184	M. Pechter's
73485630	N/A	Pechter
74504591	1934773	SHRA-LIN'S
74655254	2073023	Pechter