

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stafford Towne, Ltd.		05/20/2008	CORPORATION: BRITISH VIRGIN ISLANDS

RECEIVING PARTY DATA

Name:	Genisoy Food Company, Inc.
Street Address:	100 West 5th Street
Internal Address:	Suite 700
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74103
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1282064	MLO
Registration Number:	1445928	MUS-L-ON
Registration Number:	1601841	HARD BODY
Registration Number:	2090101	GENISOY
Registration Number:	2137457	THE MAGIC OF SOY
Serial Number:	76325570	XTREME KRUNCH
Serial Number:	76526545	PERFECT FIT
Serial Number:	78276990	CARB CRUNCHERS
Serial Number:	78276994	LOW CARB CRUNCH

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$240.00 1282064

Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward Kronish LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	305952-104
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	05/20/2008

Total Attachments: 7

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant/Applicant: Genisoy Food Company, Inc.
Trademarks: See attached

TERMINATION OF TRADEMARK SECURITY INTEREST

WHEREAS, Genisoy Food Company, Inc. (formerly known as MLO Products, Inc.), a California corporation, having its principal office at 100 West 5th Street, Suite 700, Tulsa, Oklahoma 74103 ("*Genisoy*"), has adopted, used or had an intent-to-use the Trademarks listed on the attached **Exhibit A**, now registered or in the process of registration in the United States Patent and Trademark Office;

WHEREAS, Genisoy entered into that certain Term Loan Agreement dated June 30, 2004 (as amended, the "*Loan Agreement*"), by and between Genisoy and Stafford Towne, Ltd., as Administrative Agent ("*Agent*"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on July 1, 2004, at Reel 2884 Frame 0645;

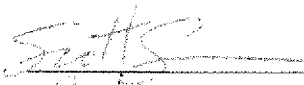
WHEREAS, Agent has executed that certain Payoff Letter Agreement, attached hereto as Attachment 1 (the "*Release Document*") in which Agent authorizes Genisoy or its designee to file release documents with respect to all liens Agent has filed against the intellectual property of Genisoy in the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, pursuant to the Release Document, Agent has authorized Genisoy or its designee to:

1. release and reassign to Genisoy, any and all security interests, right, title and interest of Agent pursuant to the Loan Agreement in the trademarks and all of the goodwill associated thereto;
2. authorize and request the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the termination hereby given; and
3. file this Termination of Trademark Security Interest, together with the Release Document in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Genisoy has caused this Termination of Trademark Security Interest to be signed by its duly authorized representative as of this 20th day of May 2008.

GENISOY FOOD COMPANY, INC.

By: 
Name: Scott Simon
Title: CFO

ATTACHMENT I
PAY-OFF LETTER
(attached)

713593 v3/HN

TRADEMARK
REEL: 003780 FRAME: 0701

April 14, 2005

MLO Products, Inc.
2351 N. Watney Way
Fairfield, California 94533
Attn: Al Larson

Re: Term Loan Agreement, dated June 30, 2004 by and among MLO Products, Inc. (the "*Borrower*"), Stafford Towne, Ltd., as lender ("*Lender*") and as administrative agent ("*Administrative Agent*") for the Lender and the Term Note Holders (as defined therein), as amended by that certain First Amendment to Term Loan Agreement, dated and effective as of November 24, 2004 (as the same may be further amended, modified, supplemented, increased, or restated from time to time, the "*Loan Agreement*")

Ladies and Gentlemen:

Reference is made to (i) the Loan Agreement, (ii) all of the other agreements, instruments, documents, transactions, fee letters and other obligations of Borrower to Lender, Term Note Holders or Administrative Agent, including, without limitation, the Proceeds Participation Agreement, dated as of June 30, 2004 between the Borrower and the Administrative Agent (the "*Proceeds Participation Agreement*") and any costs, expenses or other claims of Lender, Term Note Holders or Administrative Agent under any of the foregoing which are reimbursable by Borrower, and (iii) all of the landlord agreements and waivers, warehouse agreements, account control agreements and insurance assignments and endorsements delivered by Borrower to Administrative Agent, Lender or Term Note Holders in connection with any of the foregoing ((i), (ii) and (iii) above are collectively the "*Loan Obligations*"). The Loan Obligations are secured in whole or in part by security interests, mortgages, pledges and/or other liens or encumbrances and related filings (collectively, of whatever nature, the "*Liens*") and are guaranteed by the personal guarantees (the "*Guarantees*") of Millard Williamson and Doug Williamson (together, the "*Guarantors*").

Administrative Agent has been advised by Borrower that all of the capital stock of the Borrower is expected to be acquired by GeniSoy Food Company, Inc., a Delaware corporation ("*GeniSoy*") pursuant to the terms of a Stock Purchase Agreement dated March 29, 2005 by and among GeniSoy, the Borrower, and Borrower's shareholders ("*Purchase Agreement*"), a copy of which has been provided to Administrative Agent. Administrative Agent has been further advised by Borrower that, assuming such acquisition (the "*Acquisition*") takes place, Borrower is required to make arrangements pursuant to which the amounts due to the Administrative Agent, Lender and Term Note Holders will be paid in full at the closing of the Acquisition on the condition that the Loan Obligations and Liens be released and terminated of record and that the Guarantees be released and terminated.

Notwithstanding anything to contrary contained in the Loan Obligations or any requirement set forth in the Loan Obligations, including without limitation the Proceeds Participation Agreement, Administrative Agent, for itself and as agent for Lender and Term Note Holders, on the condition that an amount equal to the Payoff Funds (as defined below) are deposited to the Escrow Account as provided below on or before 5:00 p.m. Eastern Time, on April 29, 2005, hereby (i) consents to the Acquisition and the prepayment by Borrower of the Payoff Amount (as defined in the paragraph below) upon consummation of the Acquisition, (ii) waives any notice requirement except as provided herein with respect to the Acquisition and prepayment by Borrower of the Payoff Amount and (iii) agrees that no Event of Default or default under any Loan Obligation shall be caused by any matter provided for herein.

Administrative Agent, Lender and the Term Note Holders hereby acknowledge and agree that the outstanding principal and interest accrued balance and fees, prepayment penalties, charges, costs,

including legal fees, and assessments (in each case, if any) to be payable in respect of all of the Loan Obligations and otherwise (other than amounts payable under the Proceeds Participation Agreement) will be equal to \$6,813,057.85 (the "*Payoff Amount*") on and as of April 15, 2005 and in the event the Payoff Amount is not received by Administrative Agent by April 15, 2005 interest will accrue on the Payoff Amount at the per diem rate of \$3,001.06 (the "*Per Diem Amount*"). Administrative Agent further acknowledges and agrees that the total amount due by Borrower under the Proceeds Participation Agreement will be \$600,000.00 ("*Participation Amount*"), provided that an amount at least equal to the sum of (A) the Payoff Amount (plus any accrued Per Diem Amount, if the Payoff Amount is deposited in the Escrow Account after the close of business on April 15, 2005) plus (B) the Participation Amount (the sum of (A) and (B) above, the "*Payoff Funds*"), are deposited to the Escrow Account as provided below on or before 5:00 p.m. Eastern Time, on April 29, 2005.

Administrative Agent, Lender and the Term Note Holders further acknowledge and agree, that automatically upon deposit of the Payoff Funds into the Escrow Account (as defined in the Proceeds Participation Agreement) on or before 5:00 p.m. Eastern Time, on April 29, 2005, but only if (i) the Borrower and GeniSoy shall have not entered into an amendment to the Purchase Agreement affecting the obligations of the parties thereto under Sections 1.2, 1.3, 2.2, 3.1 and 3.2 of the Purchase Agreement and shall have not made any agreement or arrangement, whether written or oral, at any time to do so, or to otherwise alter the obligations of the parties thereto under such provisions:

1. The Loan Obligations automatically will be satisfied, released and terminated in full and no other amounts, fees, charges, costs or payments of any kind or nature whatsoever will be owed by Borrower or any of its affiliates, successors or assigns in respect of the Loan Obligations, including without limitation, under the Participation Agreement, or otherwise as of such date; provided that, notwithstanding the foregoing, the Escrow Agreement (as defined in the Loan Agreement) shall survive deposit of the Payoff Funds until disbursements pursuant thereto shall have been made.
2. Any original notes or instruments relating to the Loan Obligations will be marked "Cancelled" and promptly returned to the Borrower or the Borrower's designee.
3. The Guarantees will be of no further force or effect and Administrative Agent will promptly return the original Guarantees marked "Cancelled" to each Guarantor, as applicable.
4. All Liens will be of no further force or effect automatically and without further action by any person or party.
5. Administrative Agent hereby authorizes Borrower, GeniSoy, or its or their respective agents or representatives, upon or after deposit of the Payoff Funds into the Escrow Account, to file any and all appropriate UCC terminations and terminations with respect to filings against Borrower's intellectual property and Administrative Agent agrees to provide such other termination statements and releases as Borrower or its agents or representatives may reasonably request to evidence the full and final release of the Liens.
6. Upon Borrower's or its agents' or representatives' reasonable request from time to time, Administrative Agent will execute and deliver such additional lien releases, termination statements and other materials as may be necessary to effectively terminate any and all of the Liens on the assets and properties of Borrower on any public record.

7. Wire Transfer instructions with respect to the Escrow Account are as follows:

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
EP-MN-WS3C
St. Paul, Minnesota 55107
ABA # 091000022
DDA # 1801 2116 7365
FFC # 786360000
Ref; MLO Products Inc Escrow
Attn: Angela Rieger (651) 495-3725

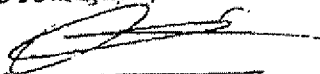
8. The balance of the proceeds payable under the Purchase Agreement and the related documents (after payment of the Payoff Funds into the Escrow Account) may be paid as described in the Purchase Agreement, notwithstanding anything else to the contrary in the Loan Agreement, the Proceeds Participation Agreement, the Escrow Agreement or any related agreements.

By its signature below, the Borrower (i) confirms its consent to the foregoing and its authorization for GeniSoy or its or their respective agents or representatives to pay the Payoff Funds into the Escrow Account directly, rather than paying such amounts to or through the Borrower, (ii) notwithstanding any provision of the Escrow Agreement to the contrary, pursuant to Section 6 of the Escrow Agreement, irrevocably directs U.S. Bank National Association, as Escrow Agent under the Escrow Agreement, upon deposit of funds to the Escrow Account in an amount equal to the Payoff Funds, to immediately pay an amount equal to the Payoff Funds to the Administrative Agent or its order in accordance with instructions of the Administrative Agent addressed to the Escrow Agent, and (iii) agrees to execute and deliver any and all notices or instructions to the Escrow Agent as may be reasonably requested by the Administrative Agent and/or the Escrow Agent pursuant to the Escrow Agreement to cause the payment of the Payoff Funds by the Escrow Agent to the Administrative Agent.

[Signature page follows.]

This payoff letter agreement and the Borrower's confirmation may be executed in any number of duplicate originals, copies or counterparts (including facsimile counterparts) each of such duplicate originals, copies or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument.

STAFFORD TOWNE, LTD., as Administrative
Agent

By: 
Name: Camille Chee-Awai
Title: Managing Director

ACKNOWLEDGED AND AGREED:

MLO PRODUCTS, INC., a California Corporation

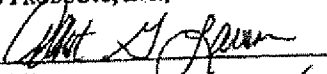
By: 
Name: ALBERT W. LARSON
Title: CHIEF FINANCIAL OFFICER

EXHIBIT A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Title	Registration/ Application Number	Registration/ Application Date
MLO	1282064	06/19/1984
MUS-L-ON	1445928	07/07/1987
HARD BODY	1601841	06/19/1990
GENISOY	2090101	08/19/1997
PERFECT FIT	76526545	06/23/2003
CARB CRUNCHERS	78276990	07/21/2003
LOW CARB CRUNCH	78276994	07/21/2003
THE MAGIC OF SOY	2137457	02/17/1998
EXTREME CRUNCH	76325570	10/15/2001

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