

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Manufacturers and Traders Trust Company (successor-in-interest to Allfirst Bank)		07/02/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Ann's House of Nuts, Inc.
Street Address:	8375 Patuxent Road
City:	Jessup
State/Country:	MARYLAND
Postal Code:	20794
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1850388	QUALITY YOU CAN SEE
Registration Number:	1927887	
Registration Number:	1743379	ANN'S HOUSE OF NUTS
Registration Number:	2265447	
Registration Number:	2007847	
Registration Number:	1996720	
Registration Number:	2200142	

CORRESPONDENCE DATA

Fax Number: (312)660-0424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-861-2000
Email: ccasey@kirkland.com, csun@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 200 East Randolph Drive, Suite 5300

CH \$190.00 1850388

Address Line 2: c/o Chuan Sun
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	35981-56
NAME OF SUBMITTER:	Chuan Sun
Signature:	/Chuan Sun/
Date:	07/09/2008

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of JULY 2, 2008 (“Effective Date”) by and between Manufacturers and Traders Trust Company (successor-in-interest to Allfirst Bank), a New York corporation (“Lender”), and Ann’s House of Nuts, Inc., a Maryland corporation, with its principal office at 8375 Patuxent Road, Jessup, Maryland 20794 (“Assignor”).

WHEREAS, pursuant to the terms and conditions of that certain Collateral Assignment of Trademarks as Security by and between Assignor and Lender dated October 2, 2001 (the “Trademark Security Agreement”), Assignor granted, assigned and conveyed to Lender all of its present and future right, title and interest in and to, and granted to Lender a continuing security interest in, Lien (as defined in the Security Agreement) on, and collateral assignment of the Trademarks (as defined in the Trademark Security Agreement), including, without limitation, the trademarks as listed on Schedule A attached hereto together with all the goodwill of Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world (“Trademark Rights”);

WHEREAS, Assignor and Lender entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Third Amended and Restated Loan and Security Agreement by and between Assignor and Lender dated October 2, 2001 (the “Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on October 4, 2001, at Reel 2390, Frame 0351;

WHEREAS, Assignor has paid all of its outstanding indebtedness to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates the Trademark Security Agreement and Security Agreement, and hereby grants, assigns and conveys to Assignor all of its rights, title and interest in the Trademarks and Trademark Rights, and terminates, cancels and releases any and all security interests or Lien it has against the Trademarks and Trademark Rights.

Lender shall, at Assignor’s expense, take all further actions, and provide to Assignor, its 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 Assignor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

**MANUFACTURERS AND TRADERS TRUST COMPANY
(SUCCESSOR-IN-INTEREST TO ALLFIRST BANK)**

Maryanne Gruys

Name: Maryanne Gruys

Title: Administrative Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark No.	Country	Registration Date	Mark
Quality You Can See	US	1,850,388	08/16/1994
Quality You Can See	Canada	TMA575937	02/19/2003
Miscellaneous Design (Ann Harhaway's Cottage)	US	1,927,887	10/17/1995
Ann's House of Nuts	US	1,743,379	12/29/1992
Miscellaneous Design (Transparent container with red and white nuts arranged in spiral layers)	US	2,265,447	07/27/1999
Horse and Wagon (without color)	US	2,007,847	10/15/1996
Design Horse and Wagon (without color)	US	1,996,720	08/27/1996
Miscellaneous Design (transparent container for unpopped popcorn)	US	2,200,142	10/27/1998