

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Certain Trademarks and Patent (s)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, as Administrative Agent		04/01/2003	Canadian domestic bank: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Richelieu Foods, Inc.
<b>Street Address:</b>	25 Braintree Hill Office Park
<b>Internal Address:</b>	Suite 405
<b>City:</b>	Braintree
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02184
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Richelieu Group, Inc.
<b>Street Address:</b>	25 Braintree Hill Office Park
<b>Internal Address:</b>	Suite 405
<b>City:</b>	Braintree
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02184
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	Willow Foods, Inc.
<b>Street Address:</b>	25 Braintree Hill Office Park
<b>Internal Address:</b>	Suite 405
<b>City:</b>	Braintree
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02184
<b>Entity Type:</b>	CORPORATION: WISCONSIN

**CH \$190.00 0526735**

Name:	Crestar Crusts, Inc.
Street Address:	25 Braintree Hill Office Park
Internal Address:	Suite 405
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	CORPORATION: DELAWARE

Name:	Richfield Pizza Co., Inc.
Street Address:	25 Braintree Hill Office Park
Internal Address:	Suite 405
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0526735	RICHELIEU
Registration Number:	1781586	RICHELIEU
Registration Number:	1704331	GROCER'S GARDEN
Serial Number:	75315228	GROCER'S GARDEN
Registration Number:	1689621	CHEF ANTONIO
Registration Number:	1840751	COBBLE CUT
Registration Number:	1593210	SMARTSALADS

CORRESPONDENCE DATA

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-239-0310  
Email: jdavis@eapdlaw.com  
Correspondent Name: Jessica Davis  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51422.0016
NAME OF SUBMITTER:	Jessica Davis
Signature:	/J Davis/

**TRADEMARK**

Date:

09/15/2008

**Total Attachments: 9**

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST  
IN CERTAIN TRADEMARKS AND PATENT(S)**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND PATENT(S)** (this "Release"), dated as of April 11, 2003 by and among Richelieu Foods, Inc., a Delaware corporation, and, to the extent applicable, Richelieu Group, Inc., a Delaware corporation, Willow Foods, Inc., a Wisconsin corporation, Crestar Crusts, Inc., a Delaware corporation, and Richfield Pizza Co., Inc., a Delaware corporation, (the preceding five corporations being together, the "Company") each having an address at 25 Braintree Hill Office Park, Suite 405, Braintree, Massachusetts 02184, and Canadian Imperial Bank of Commerce, as Administrative Agent (the "Agent") for certain Lenders (as defined in the Credit Agreement described below).

**WHEREAS**, in order to secure the obligations of the Company to the Agent and the Lenders under that certain Amended and Restated Credit Agreement dated as of December 20, 2001 among the Company, the Lenders party thereto, and the Agent (as heretofore amended, the "Credit Agreement"), and related guarantees, the Company entered into that certain Amended and Restated Guarantee and Collateral Agreement (as heretofore amended, the "Security Agreement") dated as of December 20, 2001 by and between the Company and the Agent, pursuant to which the Company granted to the Agent a security interest in and lien on, and collaterally assigned to the Agent, all of its trademarks and patents, including, without limitation, the trademarks and trademark applications and patents and patent applications identified on Schedule A attached hereto, all of its right, title and interest in and to said trademarks and trademark applications and patents and patent applications, and all of the good will associated with said trademarks and trademark applications and patents and patent applications (the "Trademark and Patent Collateral");

**WHEREAS**, the Security Agreement or evidence of same was recorded with the Assignment Division at the United States Patent and Trademark Office on Real 1673 Frame 0001; and

WHEREAS, in connection with the payment by the Company of all of the obligations due under the Credit Agreement and the termination of the Credit Agreement and the Security Agreement, the Agent wishes to release the security interest in and lien on, and collateral assignment of, the Trademark and Patent Collateral;

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

1. **Release and Assignment.** The Agent hereby terminates and releases its security interest in and first priority lien on the Company's Trademark and Patent Collateral, and hereby assigns and transfers to the Company, without recourse, all of the Agent's right, title and interest in and to the Trademark and Patent Collateral, 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 Agent.


3. **Further Assurances.** The Agent hereby agrees to execute and deliver to the Company, at Company's expense, such instruments, notices or other documents as the Company shall reasonably request to evidence the release of the Agent's security interest pursuant to this Release.

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

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date set forth above, and pursuant to this agreement this document may be filed with the United States Patent and Trademark Office and will be publicly available.

**CANADIAN IMPERIAL BANK OF COMMERCE,  
AS ADMINISTRATIVE AGENT**

By:   
Name: DANIEL D. MCCREDDY  
Title: MANAGING DIRECTOR  
Address: 425 LEXINGTON AVENUE  
NEW YORK, NY 10017

**ACKNOWLEDGED AND ACCEPTED:**

**RICHELIEU FOODS, INC.**

By: \_\_\_\_\_  
Daniel E. Walsh  
Vice President of Finance

**RICHELIEU GROUP, INC.**

By: \_\_\_\_\_  
Daniel E. Walsh  
Vice President of Finance

**WILLOW FOODS, INC.**

By: \_\_\_\_\_  
Daniel E. Walsh  
Vice President of Finance

**CRESTAR CRUSTS, INC.**

By: \_\_\_\_\_  
Daniel E. Walsh  
Vice President of Finance

**RICHFIELD PIZZA CO., INC.**

By: \_\_\_\_\_  
Daniel E. Walsh  
Vice President of Finance

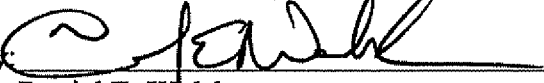
IN WITNESS WHEREOF, the Agent and the Company have executed this Release, to take effect as of the date set forth above, and pursuant to this agreement this document may be filed with the United States Patent and Trademark Office and will be publicly available.

**CANADIAN IMPERIAL BANK OF COMMERCE,  
AS ADMINISTRATIVE AGENT**


By: \_\_\_\_\_  
Name:  
Title:  
Address:

**ACKNOWLEDGED AND ACCEPTED:**

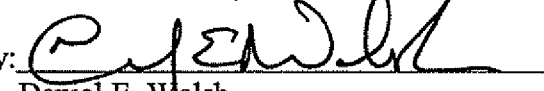
**RICHELIEU FOODS, INC.**

By:   
Daniel E. Walsh  
Vice President of Finance


**RICHELIEU GROUR, INC.**

By:   
Daniel E. Walsh  
Vice President of Finance

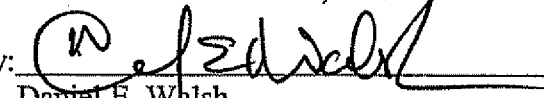
**WILLOW FOODS, INC.**

By:   
Daniel E. Walsh  
Vice President of Finance

**CRESTAR CRUSTS, INC.**

By:   
Daniel E. Walsh  
Vice President of Finance

**RICHFIELD PIZZA CO., INC.**

By:   
Daniel E. Walsh  
Vice President of Finance

**SCHEDULE A**

**Trademarks and Trademark Applications and Patents and Patent Applications**

(See attached)



Schedule **A**

**COPYRIGHTS AND COPYRIGHT LICENSES**

None.

**PATENTS AND PATENT LICENSES**

**Crestar Crusts, Inc. patent application:**

- (a) United States Patent Application for "Method and Apparatus for Making a Stuffed Crust Pizza", Serial No. 08/897593.

**TRADEMARKS AND TRADEMARK LICENSES**

**RICHELIEU trademark:**

- (a) U.S. Trademark registration 526,735 dated June 27, 1950, as renewed for 10 years on June 27, 1990.
- (b) U.S. Trademark registration 1,781,586 dated July 13, 1993.

**GROCER'S GARDEN trademark:**

- (a) U.S. Trademark registration 1,704,331 dated July 28, 1992
- (b) Application for Registration filed June 26, 1997, Serial No. 75/315228.

**Willow Foods:**

**CHEF ANTONIO** trademark: U.S. Trademark registration 1,689,621 dated May 26, 1992.

**COBBLE CUT** trademark: U.S. Trademark registration 1,840,751 dated June 21, 1994.

**SMARTSALADS** trademark: Existing registrations:

- (a) U.S. Trademark registration 1,593,210 dated April 24, 1990 (determination made to let this mark lapse)
- (b) Wisconsin registration dated August 23, 1989.
- (c) Illinois registration 65040 dated August 18, 1989.

**MONARCH** trademark: By assignment of Rights and Delegation and Assumption of Obligations under Monarch License Agreements, with Consent of Licensor, dated May 4, 1994, among Western Dressing, Inc., Richelieu Partners, L.P., Richelieu Foods, L.L.C.

and Saramor Corporation, as successor to Consolidated Foods Corporation, Richelieu Foods has succeeded as licensee to use the trademark MONARCH for salad dressing products (pourable and whipped) in 50 states of U.S. except for portions of Pennsylvania, Delaware, Maryland, Virginia, D.C.

Richfield Pizza Co., Inc.:

See attached list.

LICENSING AND FRANCHISING AGREEMENTS

Richfield Pizza Co., Inc.:

See matters, if any, disclosed on Schedule 7 hereof.

CRESTAR FOOD PRODUCTS, INC.

REFERENCE#	MARK	FILED	APPL#	REGD	REG#	STATUS
<b>CANADA</b>						
8200112	BRACACCIA	07/20/1980	803273			PENDING
	00 - Pizza, pizza crusts, pizza signatures and sauces.					
	<b>NOT PROFITS TO GO! And Design</b>			05/10/91	384129	Registered
	<b>UNITED STATES</b> Pizza; consultation services to the pizza industry.					
8200117	BRACACCIA	07/20/1980	74/083 088	04/23/1988	1,914,234	REGISTERED
	30 - Pizza crusts.					
8200634	COMMISSARY FRESH & DESIGN	11/18/1982	74/031,288	06/13/1985	1,888,578	REGISTERED
	30 - Pizza.					
T02737US0	DON MARTINO	10/31/1986	75/186,278	10/07/1987	2,183,508	REGISTERED
	30 - Pizzas and pizza crusts.					
T02738US0	DON MARTINO & CHEF IN DESIGN	10/31/1986	75/186,277	10/14/1987	2,105,488	REGISTERED
	30 - Pizzas and pizza crusts.					
8200164	PRESTO PIZZAS	07/27/1987	75/074,648	09/25/1990	1,815,062	REGISTERED
	30 - Frozen pizza.					
8200186	MAMA-MIA'S KITCHEN & DESIGN	07/13/1988	75-738,838	11/27/1990	1,825,075	REGISTERED
	30 - Pizza.					
T02738US0	NATALINA PIZZA & CHEF DESIGN	10/31/1986	75/190,276			PENDING
	30 - Pizza.					
T02723US0	PAPA-LINO'S (SCRIPT)	06/23/1985	75/170,419	09/18/1987	2,087,683	REGISTERED
	30 - Pizzas crusts.					
8200120	PEPE'S PIZZA **	12/19/1988	72/514,981	07/21/1979	806,160	REGISTERED
	48 - Refrigerated pizza plus.					
8200610	PEPE'S PIZZA & DESIGN **	02/24/1987	645,982	02/25/1988	1,478,117	REGISTERED
	30 - Pizza crusts and complete kit for preparing a pizza consisting of prebaked pizza crusts, sauce, cheese, sausage and pepperoni by consumption on or off the premises.					
T02728US0	PIZZA PRESTO!	08/27/1986	75/171,379			Appln suspended
	30 - Pizza.					outcome of applns for RAGU PIZZA PRESTO and PASTA PRESTO.
8200118	PIZZA SOLO *	06/21/1981	74/186,840	08/16/1986	1,812,880	REGISTERED
	30 - Pizzas.					
T02721US0	PRIVATE	08/23/1986	75/178,416	08/18/1987	2,087,682	REGISTERED
	30 - Pizza.					
8200606	THE FRESH EXPRESS & DESIGN	07/17/1987	75/072,888	07/17/1988	1,804,684	REGISTERED
	30 - Frozen pizza.					
T02724US0	TOTALLY INNOCENT PIZZA	10/07/1986	75/177,577			ALLOWED
	30 - Pizza.					
8200606	TRAIN DESIGN	07/17/1987	75/072,578	11/15/1988	1,812,830	REGISTERED
	30 - Frozen pizza.					
	<b>CUSTOM</b> — Restricted to common law rights only.					Common law

**CRESTAR FOOD PRODUCTS, INC.**

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**Re: PIZZA SOLO - Regn. No. 1,912,619**

**See Settlement Agreement between Sakal and Company and Crestar Food Products, Inc.**

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**Re: PEPE'S PIZZA Regn. No. 881,189  
PEPE'S PIZZA & DESIGN - Regn. No. 1,478,117**

**See the Asset and Route Purchase Agreement(s) and between Crestar Food Products, Inc. and Pepe's Wholesale Pizza Company dated June 12, 1993; and Letter Agreement between Crestar Food Products, Inc. and Pepe's Wholesale Pizza Company dated November 7, 1997.**

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2/13/88