

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMERICAN CAPITAL FINANCIAL SERVICES, INC.		03/04/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	NSPIRED HOLDINGS, INC.
<b>Street Address:</b>	1850 Fairway Drive
<b>City:</b>	San Leandro
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94577
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>Name:</b>	NSPIRED NATURAL FOODS, INC.
<b>Street Address:</b>	1850 Fairway Drive
<b>City:</b>	San Leandro
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94577
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2500096	NSPIRED
Registration Number:	2785784	MARANATHA
Registration Number:	2964984	SUNSPIRE ORGANICS
Registration Number:	1250605	SUNSPIRE
Registration Number:	1656943	CANOLIVE
Registration Number:	1740639	CLOUD NINE
Registration Number:	1705251	CLOUD NINE PURE CHOCOLATE 9
Registration Number:	1748713	SUNDROPS

CH \$265.00 2500096

Registration Number:	1907898	TROPICAL SOURCE
Registration Number:	2201542	TRULY INSPIRED NATURAL

**CORRESPONDENCE DATA**

Fax Number: (973)624-7070  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 973-622-4444  
Email: rsmith@mccarter.com  
Correspondent Name: Robert W. Smith  
Address Line 1: Four Gateway Center,  
Address Line 2: 100 Mulberry Street  
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	36452/88 (RWS-0406)
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/robertwsmith/
Date:	11/05/2008

**Total Attachments: 4**  
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source=nSpired - Release from American Capital Financial Services#page4.tif

**TERMINATION OF AGREEMENT AND RELEASE OF SECURITY INTEREST**

This Termination of Agreement and Release of Security Interest dated March 4, 2008 (“Termination and Lien Release Agreement”), is granted by AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation with offices at 5775 Sears Tower, 233 South Wacker Drive, Chicago, IL 60606 (“Secured Party”), to NSPIRED HOLDINGS, INC., a Delaware corporation, and NSPIRED NATURAL FOODS, INC., a Delaware corporation with offices at 1850 Fairway Drive, San Leandro, CA 94577 (collectively, “Debtor”).

**WHEREAS**, Secured Party and Debtor as of December 22, 2003 entered into the annexed Intellectual Property Security Agreement (“IP Security Agreement”) which provided for the granting by Debtor to Secured Party of a security interest in certain IP Collateral, as defined in the Security Agreement (collectively “the Collateral”), to secure certain obligations of Debtor under the following agreements dated as of December 22, 2003: 1. Security Agreement; and 2. Revolving Loan, Note and Equity Purchase Agreement (collectively, the “Loan Agreements”); and

**WHEREAS**, the lien created by the IP Security Agreement was recorded in the U.S. Patent and Trademark Office as against certain trademarks of Debtor on January 30, 2004, at Reel 2789, Frame 0107; and

**WHEREAS**, Debtor has satisfied, paid , and otherwise discharged in full its obligations

under the Loan Agreements, and the parties therefore want to terminate the IP Security Agreement, and discharge all liens created thereby;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby agree as follows:

1. The Secured Party acknowledges and agrees that the Debtor has fully paid, satisfied, and/or otherwise discharged in full all of its obligations under the Loan Agreements, and that therefore, effective immediately, the IP Security Agreement is hereby terminated and of no further force and effect.

2. The Secured Party hereby terminates and releases all liens of whatever kind, and relinquishes any and all other right, title and/or interest whatsoever, in and to the Collateral (including but not limited to the collateral listed on Exhibit A hereto) arising in favor of the Secured Party under the Loan Agreements and/or the IP Security Agreement, including but not limited to the lien recorded in the U.S. Patent and Trademark Office on January 30, 2004, at Reel 2789, Frame 0107.


3. The Secured Party acknowledges and agrees that the Debtor shall be authorized to file carbon, photographic or other reproductions of this Termination and Lien Release Agreement in such offices as Debtor in its sole discretion deems necessary or desirable to remove any and all liens or other right, title, and/or interest of the Secured Party in and to any of the Collateral. Such filings may include, but are not limited to, terminations of any and all financing statements

filed with any state or other authority, and recordation of a release of lien with the U.S.

Trademark Office.

**IN WITNESS WHEREOF**, this Termination and Lien Release Agreement has been duly executed, effective as of the day and year first written above, by an authorized officer of the Secured Party.

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By   
Name: Kevin F. McAllister  
Title: Vice President

**EXHIBIT A**

<b>TRADEMARK</b>	<b>Application/ Registration No.</b>	<b>Application or Registration Date</b>
NSPIRED	2,500,096	October 23, 2001
MARANATHA	2,785,784	November 25, 2003
SUNSPIRE ORGANICS	2,964,984	July 5, 2005
SUNSPIRE	1,250,605	September 6, 1983
CANOLIVE	1,656,943	September 10, 1991
CLOUD NINE	1,740,639	December 15, 1992
CLOUD NINE PURE CHOCOLATE 9 & Design	1,705,251	August 4, 1992
SUNDROPS	1,748,713	January 26, 1993
TROPICAL SOURCE	1,907,898	July 25, 1995
TRULY INSPIRED NATURAL	2,201,542	November 3, 1998