

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National City Bank	FORMERLY National City Bank of Michigan/Illinois	08/13/2009	Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Better Made Snack Foods Incorporated		
<b>Street Address:</b>	10148 Gratiot Avenue		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48213		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1665938	BETTER MADE	
Registration Number:	1258708	NEW ERA	
Registration Number:	0694314	NEW ERA	
Registration Number:	1308183	NEW ERA	
Registration Number:	1308182		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	734-623-1678		
<b>Email:</b>	nhudge@dickinsonwright.com		
<b>Correspondent Name:</b>	Nora Hudge, Paralegal		
<b>Address Line 1:</b>	Dickinson Wright, PLLC		
<b>Address Line 2:</b>	301 East Liberty, Suite 500		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		

**OP \$140.00 1665938**

ATTORNEY DOCKET NUMBER:	29824-008
NAME OF SUBMITTER:	Nora Hudge
Signature:	/Nora Hudge/
Date:	08/19/2009
Total Attachments: 2 source=Better Made Termination of Security (Trademark)#page1.tif source=Better Made Termination of Security (Trademark)#page2.tif	

TERMINATION OF SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, BETTER MADE SNACK FOODS INCORPORATED (formerly known as Cross & Peters Co.), a Michigan corporation (herein referred to as "**Assignor**"), owns trademark registrations and applications pending in the United States Patent and Trademark Office, more particularly described on Schedule A annexed hereto and made a part hereof (the "**Trademarks**");

WHEREAS, Assignor had pledged the Trademarks as security for certain loans (the "**Patent and Trademark Security Agreement**") to National City Bank, successor by merger to National City Bank of Michigan/Illinois (herein referred to as "**Assignee**") and granted to Assignee a security interest in all right in all right, title and interest of Assignor in and to the Trademarks (the "**Collateral**") to secure the prompt payment, performance and observance of certain obligations of Assignor to Assignee (the "**Obligations**"); and

WHEREAS, the Obligations have been discharged; and

WHEREAS, Assignee desires to terminate the Patent and Trademark Security Agreement with respect to Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignee does hereby terminate the Patent and Trademark Security Agreement with respect to Trademarks and the security interest in the Collateral evidenced by said Agreement dated March 27, 2003, recorded in the U.S. Patent and Trademark Office on April 15, 2003 at reel 2712, frame 0299.

IN WITNESS WHEREOF, Assignee has caused this assignment to be duly executed by its officer thereunto duly authorized as of the 13th day of August, 2009.

**NATIONAL CITY BANK**, successor by  
merger to National City Bank of Michigan/Illinois

By:   
Mark S. Nowacki, Vice President

SCHEDULE A  
TRADEMARKS

<u>Reg. No.</u>	<u>Jurisdiction</u>	<u>Date</u>	<u>Mark</u>
1665938	U.S.	11/26/91	Better Made (Int'l Class 29, 20)
M80-002	Michigan	10/1/76	Better Made Special (State Class 46)
5552	Ohio	6/23/87	Better Made Special (Int'l Class 30)
1258708	U.S.	11/22/83	New Era (Int'l Class 29, 30)
0694314	U.S.	3/8/60	New Era (Int'l Class 29)
1308183	U.S.	12/4/84	New Era & Silhouette Design (Int'l Class 29, 30)
1308182	U.S.	12/4/84	Silhouette of a Female Figure (Int'l Class 29)
414120	Canada	7/2/93	Better Made (Int'l Class 29, 30)

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