

# 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
Webster Bank, National Association		05/05/2009	national bank:
RECEIVING PARTY DATA			
Name:	Kan-Pak, LLC		
Street Address:	3001 S MADISON		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67216		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2292816	A REAL FRUIT FIX	
Registration Number:	2337818	FLAVOR ADVANTAGE	
Registration Number:	2235373	FRUTAZZA	
Registration Number:	2341544	FRUTAZZA	
Registration Number:	2364644	KAN-PAK	
Registration Number:	2482090	MADE TO BE COOL	
Registration Number:	2325049	MISS KAREN'S	
Registration Number:	2363463	MISS KAREN'S	
Registration Number:	2481512	MIXOLOGY	
Registration Number:	2752983	NATIVE PLANET	
Registration Number:	2304234	PIMA NATURALS	
Registration Number:	2345688	PIMA NATURALS	
Registration Number:	2735608	SLIM FROST	

OP \$340.00 2292816

900147504

TRADEMARK  
REEL: 004095 FRAME: 0258

**CORRESPONDENCE DATA**

Fax Number: (860)240-1192

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 8602401092

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Correspondent Name: Sharon Spada Spinelli

Address Line 1: One Financial Plaza

Address Line 2: Reid and Riege, P.C.

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Sharon Spinelli
Signature:	/s/
Date:	11/12/2009
Total Attachments: 2 source=kan-pak_001#page1.tif source=kan-pak_001#page2.tif	

RELEASE OF ALL SECURITY INTERESTS GRANTED BY  
TRADEMARK SECURITY AGREEMENT

This Release, releasing all security interests granted in certain trademarks, is executed this 5 day of May, 2009 by Webster Bank, National Association (f/k/a Webster Bank), a national bank having a principal place of business at CityPlace II, 185 Asylum Street, Hartford, CT 06103 ("Lender").

WITNESSETH:

WHEREAS, Webster Bank and Kan-Pak, LLC (the "**Borrower**") entered into a Credit Agreement dated as of December 18, 2002, as amended (the "**Credit Agreement**") whereby Webster Bank loaned specific sums to the Borrower; and

WHEREAS, as security for the obligations of the Borrower under the Credit Agreement and all of the other financing documents executed in connection therewith (the "**Obligations**"), the Borrower and Webster Bank also entered into a Trademark Security Agreement dated December 18, 2002 (the "**Intellectual Property Security Agreement**"), which Agreement was recorded with the United States Patent and Trademark Office on March 3, 2003 on Reel 2681 at Frame 977, pursuant to which Intellectual Property Security Agreement the Borrower granted to the Lender a security interest in those trademarks identified on the attached Exhibit A, and which Agreement incorporated by reference the Credit Agreement and/or the Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the Borrower having fully paid or otherwise discharged the debt secured by the Credit Agreement and the Intellectual Property Security Agreement, and for other good and valuable consideration, the sufficiency of which being hereby acknowledged by Lender, the Lender hereby agrees as follows:

1. Any and all security interests granted by the Intellectual Property Security Agreement and the Credit Agreement, and any and all interests in registered trademarks, trademark licenses, patent licenses, patent applications, or in other property, including goodwill, granted by the Intellectual Property Security Agreement and/or the Credit Agreement, are hereby released.
2. To any extent that the Intellectual Property Security Agreement is not terminated by any other agreement between the Borrower and Lender, the Intellectual Property Security Agreement is hereby terminated in accordance with the terms of the Intellectual Property Security Agreement and/or the Credit Agreement and all rights, duties or other obligations of the Borrower under the Intellectual Property Security Agreement other than contingent obligations, such as obligations to indemnify Lender, and any other provisions which by their terms survive termination of the Intellectual Property Security Agreement are hereby terminated.
3. Lender acknowledges that it has the unqualified right to enter into this Release and to release the Borrower in accordance with the terms herein.

WEBSTER BANK, NATIONAL ASSOCIATION

By 

Daniel C. Dupré

Its *Vice President*

EXHIBIT A

Application Number: 75592520  
Registration Number: 2292816

Application Number: 75592979  
Registration Number: 2337818

Application Number: 75368155  
Registration Number: 2235373

Application Number: 75758505  
Registration Number: 2341544

Application Number: 75795913  
Registration Number: 2364644

Application Number: 76066352  
Registration Number: 2482090

Application Number: 74635850  
Registration Number: 2325049

Application Number: 74635899  
Registration Number: 2363463

Application Number: 75814471  
Registration Number: 2481512

Application Number: 78125342  
Registration Number: 2752983

Application Number: 75601552  
Registration Number: 2304234

Application Number: 75758503  
Registration Number: 2345688

Application Number: 78062572  
Registration Number: 2735608