

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
JPMorgan Chase Bank NA		12/23/2009	National Banking Association:
RECEIVING PARTY DATA			
Name:	Birds Eye Group, Inc. (fka Agrilink Foods, Inc.)		
Street Address:	90 Linden Oaks		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14625		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1621446	PRIDELAND	
Registration Number:	0813547	CREAM OF OATS	
Registration Number:	1725994	PACKER'S PRIDE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124464800		
Email:	hsmith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:		BE AGRILINK RELEASE (HS)	
NAME OF SUBMITTER:		Hayley Smith	

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**TRADEMARK
 REEL: 004119 FRAME: 0768**

Signature:	//Hayley Smith//
Date:	12/23/2009
Total Attachments: 5 source=BE Release Agrilink 2579-0225#page1.tif source=BE Release Agrilink 2579-0225#page2.tif source=BE Release Agrilink 2579-0225#page3.tif source=BE Release Agrilink 2579-0225#page4.tif source=BE Release Agrilink 2579-0225#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Termination and Release"), dated as of December 23, 2009, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions, parties to the Credit Agreement, dated August 19, 2002, as amended and restated (the "Lenders"), in favor of Birds Eye Group, Inc. (formerly known as Agrilink Foods, Inc.) (the "Borrower"), a Delaware corporation with its principal place of business located at 90 Linden Oaks, PO Box 20670, Rochester, New York 14625.

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of August 19, 2002, as amended and restated as of March 22, 2007, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a continuing security interest and the right of setoff against certain collateral, including the Trademark Collateral (as hereinafter defined) (the "Security Interest") was granted by the Grantors to the Agent;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 19, 2002, among the Agent and Borrower (the "Security Agreement"), Borrower, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent, specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 11, 2002 at Reel 2579, Frame 0225; and

WHEREAS, the Agent now desires to terminate and release the entirety of its and Lenders' Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, the Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest: The Agent, on its behalf and on behalf of the Lenders, hereby terminates the Security Agreement, terminates, releases and discharges the Security Interest in the Trademark Collateral, and hereby assigns, transfers and conveys to Borrower any right, title or interest of the Agent or Lenders in such Trademark Collateral.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or reasonably requested by any Borrower to effect, evidence or record the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: Benedict A. Smith

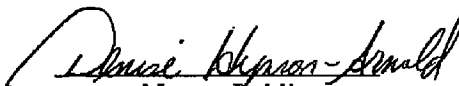
Name: Benedict A. Smith.

Title: Sr. Vice President.

STATE OF N.Y)
)
COUNTY OF Monroe)

ss.:

On this 18 day of December, 2009, before me personally appeared Benedict A. Smith to me known who, being by me duly sworn, did depose and say that he/she is SR. V.P. of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.


Notary Public

(Affix Seal Below)

DENISE HYNSON - *Arnold*
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires 8, 2013

SCHEDULE A

U.S. Trademark Applications

Title	App. No.
PICANTE DEL SOL	75/173,879
VOILA!	75/401,271

U.S. Trademark Registrations

Title	Reg. No.
CENTURY FARMS	1,937,863
CREAM OF OATS	813,547
CURTICE	56,714
JALAPENO HOT	1,506,717
MATTHEWS	2,535,150
OUTLAW AND DESIGN	2,175,019
PACKER'S PRIDE	1,725,994
PRIDELAND	1,621,446
SOME LIKE IT HOT	1,024,802