# CH \$40.00

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Intellectual Property Assignment of Security	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GMAC Commerical Finance LLC		I01/04/2010 I	LIMITED LIABILITY COMPANY: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Fleischmann's Vinegar Company, Inc.	
Street Address:	12604 Hiddencreek Way, Suite A	
City:	Cerritos	
State/Country:	CALIFORNIA	
Postal Code:	90703	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77117255	CRYSTAL SELECT

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00361	
NAME OF SUBMITTER:	Carole Dobbins	
Signature:	/Carole Dobbins/	
Date:	01/05/2010	

Total Attachments: 3

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# RELEASE OF INTELLECTUAL PROPERTY ASSIGNMENT OF SECURITY

THIS RELEASE OF INTELLECTUAL PROPERTY ASSIGNMENT OF SECURITY is made as of January 4, 2010, by GMAC COMMERCIAL FINANCE LLC ("GMAC").

#### WITNESSETH:

WHEREAS, FLEISCHMANN'S VINEGAR COMPANY, INC., a Delaware corporation, ("Grantor") and GMAC were parties to an Intellectual Property Assignment of Security dated as of December 26, 2007 (the "Assignment"), pursuant to which Grantor granted a security interest to GMAC in certain trademarks (the "Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantors to GMAC, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Trademark Division of the United States Patent and Trademark Office on December 27, 2007, at Reel 3685, Frame 0346; and

WHEREAS, Grantor has requested that GMAC release its security interest in the Trademarks and Trademark Rights and reassign the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. GMAC hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Rights</u>"):
  - (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claims by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 2. GMAC hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by GMAC, all of GMAC's right, title and interest in and to the Trademarks and the Trademark Rights.
  - Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, GMAC has caused this Release Of Intellectual Property Assignment Of Security to be executed as of the day and year first above written.

GMAC COMMERCIAL FINANCE LLC

By: Mality
Name: CAMIG NALITY
Title: DIRECTOR

Release of Intellectual Property Assignment of Security

# **SCHEDULE 1**

## Trademarks

Trademark	Application Number	Application Date	Registration Number	Registration Date
CRYSTAL SELECT	77117255	02/27/2007	N/A	N/A

Release of Intellectual Property Assignment of Security

**RECORDED: 01/05/2010**