

**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
Basso Private Series LLC		12/24/2009	LIMITED LIABILITY COMPANY:
Bank of America, N.A.		12/24/2009	National Association:

**RECEIVING PARTY DATA**

Name:	Home Market Foods, Inc.
Street Address:	140 Morgan Drive
City:	Norwood
State/Country:	MASSACHUSETTS
Postal Code:	02062
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2357473	THE BURGERS YOU EAT LIKE HOT DOGS
Registration Number:	2742969	COOKED PERFECT
Registration Number:	2946566	NUTRISTRIPS
Registration Number:	3037363	FREEZER QUEEN
Registration Number:	1601137	RIVERVIEW PIT BARBECUE
Registration Number:	3015848	ROLLERWRAPS
Registration Number:	3031287	FREEZER QUEEN
Registration Number:	2133013	HOMESTYLE TASTE YOU CAN TRUST
Registration Number:	2782711	SAVOR THE ORIENT IN MINUTES
Registration Number:	2054194	SAUSAGETIZERS
Registration Number:	2261730	HOME MARKET
Registration Number:	2937582	PAPA LUIGI
Registration Number:	2400643	ROLLERBITES

CH \$465.00 2357473

**900151450**

**TRADEMARK  
 REEL: 004125 FRAME: 0772**

Registration Number:	2537356	FAMILY BUFFET
Serial Number:	77641522	WHAT GOES AROUND . . . TASTES INCREDIBLE
Serial Number:	77436955	ROLLERBURGER
Serial Number:	76684675	BURGERDOGS
Serial Number:	76674842	EASY BITES

**CORRESPONDENCE DATA**

Fax Number: (215)564-8120  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-564-8000  
Email: svictor@stradley.com  
Correspondent Name: Sheila Victor/Christopher W. Rosenbleeth  
Address Line 1: Stradley Ronon Stevens & Young, LLP  
Address Line 2: 2600 One Commerce Square  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	180017-0021
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	01/06/2010

Total Attachments: 6  
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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of December 24, 2009, by BASSO PRIVATE SERIES LLC, on behalf of Basso Series 1 (HMF) (“Basso”), and BANK OF AMERICA, N.A., as successor-in-interest to LaSalle Business Credit, LLC (“Bank”; together with Basso, individually and collectively, jointly and severally, “Agent”), in connection with the Loan and Security Agreement dated as of March 5, 2007 (as amended from time to time, the “Loan Agreement”) by and among Home Market Foods, Inc., a Delaware corporation (“Borrower”), Bank, as revolver agent and revolver lender, Basso, as term loan agent and term loan lender (by assignment from Basso Partners LP, Basso Multi-Strategy Fund LP and Basso HMF Inc.), and the Lenders (as defined in the Loan Agreement) party thereto.

**WHEREAS**, Borrower and Agent entered into that certain Security Agreement dated as of March 5, 2007 (the “Trademark Security Agreement”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003494, Frame 0134, on March 6, 2007, for the purpose of securing payment and performance of the Obligations (as defined in the Loan Agreement);

**WHEREAS**, pursuant to the Trademark Security Agreement, Borrower granted, assigned and pledged to Agent, for the benefit of the Lenders, by way of collateral security, all of the Trademark Collateral (as defined in the Trademark Security Agreement) as security for the Obligations;

**WHEREAS**, Agent has agreed to terminate and release the Trademark Collateral and assign and transfer to Borrower all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to re-vest in Borrower the entire right, title and interest to the Trademark Collateral as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Agent hereby terminates and releases the Trademark Security Agreement and assign and transfers to Borrower, without representation, warranty or recourse, all of Agent’s right, title and interest in and to the Trademark Collateral (including, without limitation, the trademarks set forth on Exhibit A hereto), effective as of the date set forth above.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Agent has executed and delivered this Termination and Release of Trademark Security Agreement.

BASSO PRIVATE SERIES LLC, on  
behalf of Basso Series 1 (HMF)

By: John Lepore  
Name: John Lepore  
Title: Authorized Signatory

BANK OF AMERICA, N.A., as successor-in-  
interest to LaSalle Business Credit, LLC

By: \_\_\_\_\_  
Name:  
Title:

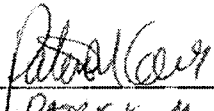
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IN WITNESS WHEREOF, Agent has executed and delivered this Termination and Release of Trademark Security Agreement.

BASSO PRIVATE SERIES LLC, on  
behalf of Basso Series 1 (HMF)

By: \_\_\_\_\_  
Name:  
Title:

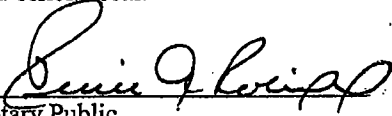
BANK OF AMERICA, N.A., as successor-in-  
interest to LaSalle Business Credit, LLC

By:   
Name: PATRICK M. CORBETT  
Title: SVP

STATE OF CT :  
COUNTY OF Fairfield : ss. Stamford  
:

On this 23<sup>rd</sup> day of December, 2009, before me, a Notary Public, personally appeared John Keese, who acknowledged himself to be the Authorized Signatory of BASSO PRIVATE SERIES LLC, on behalf of Basso Series 1 (HMF), and being authorized to do so, executed the within instrument as such Officer on behalf of such corporation, for the purposes herein contained.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

  
Notary Public  
RENEE A. ROBILLARD  
My Commission Expires **NOTARY PUBLIC**  
MY COMMISSION EXPIRES 5/31/2010

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : ss.  
:

On this \_\_\_ day of December, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of BANK OF AMERICA, N.A., as successor-in-interest to LaSalle Business Credit LLC, and being authorized to do so, executed the within instrument as such Officer on behalf of such corporation, for the purposes herein contained.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF :  
 : ss.  
COUNTY OF :

On this \_\_\_ day of December, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of BASSO PRIVATE SERIES LLC, on behalf of Basso Series 1 (HMF), and being authorized to do so, executed the within instrument as such Officer on behalf of such corporation, for the purposes herein contained.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF PHILADELPHIA :

On this 29 day of December, 2009, before me, a Notary Public, personally appeared Patrick M. Cornell, who acknowledged himself to be the Senior Vice President of BANK OF AMERICA, N.A., as successor-in-interest to LaSalle Business Credit LLC, and being authorized to do so, executed the within instrument as such Officer on behalf of such corporation, for the purposes herein contained.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Anne L. Gromball  
Notary Public

My Commission Expires:

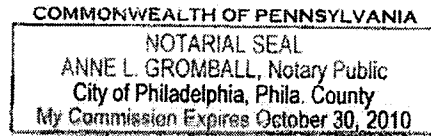


EXHIBIT A

TRADEMARK COLLATERAL

Registered Trademarks

Registration No. 2,357,473 for THE BURGERS YOU EAT LIKE HOT DOGS. Registered on June 13, 2000.

Registration No. 2,742,969 for COOKED PERFECT. Registered on July 29, 2003.

Registration No. 2,946,566 for NUTRISTRIPS. Registered on May 3, 2005.

Registration No. 3,037,363 for FREEZER QUEEN. Registered on Jan. 3, 2006.

Registration No. 1,601,137 for RIVERVIEW PIT BARBECUE and Design. Registered on June 12, 1990.

Registration No. 3,015,848 for ROLLERWRAPS. Registered on November 15, 2005.

Registration No. 3,031,287 for FREEZER QUEEN and Design. Registered on Dec. 20, 2005.

Registration No. 2,133,013 for HOMESTYLE TASTE YOU CAN TRUST. Registered on Jan. 27, 1998.

Registration No. 2,728,711 for SAVOR THE ORIENT IN MINUTES. Registered on Nov. 11, 2003.

Registration No. 2,054,194 for SAUSAGETIZERS and Design. Registered on April 22, 1997.

Registration No. 2,261,730 for HOME MARKET. Registered on July 13, 1999.

Registration No. 2,937,582 for PAPA LUIGI. Registered on April 5, 2005.

Registration No. 2,400,643 for ROLLERBITES. Registered on October 31, 2000.

Registration No. 2,537,356 for FAMILY BUFFET. Registered on February 5, 2002.

Pending Trademark Applications

Serial No. 77/641,522 for WHAT GOES AROUND...TASTES INCREDIBLE. Filed on December 30, 2008

Serial No. 77/436,955 for ROLLERBURGER. Filed on April 1, 2008

Serial No. 76/684,675 for BURGERDOGS. Filed on December 6, 2007

Serial No. 76/674,842 for EASY BITES. Filed on March 30, 2007