

**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>
Churchill Financial LLC, as Administrative Agent and Collateral Agent		03/05/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling Foods, LLC		
<b>Street Address:</b>	1075 Arion Parkway		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78216		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2213194	NO MESS COOKIE DOUGH	
<b>Registration Number:</b>	2089776	MOM NEVER MADE 'EM THIS GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-00360		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		

CH \$65.00 2213194

**900156457**

**TRADEMARK**  
**REEL: 004162 FRAME: 0499**

Date:

03/08/2010

**Total Attachments: 3**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 5, 2010, by CHURCHILL FINANCIAL LLC, as Administrative Agent and Collateral Agent, a Delaware limited liability company ("Churchill"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

### WITNESSETH:

WHEREAS, STERLING FOODS, LLC, a Texas limited liability company, ("Grantor") and Churchill were parties to a Trademark Security Agreement dated as of December 30, 2008 (the "Assignment"), pursuant to which Grantor granted a security interest to Churchill in certain trademarks ("Trademarks") and Trademark Rights (as defined below) as security for certain obligations owing by Grantor to Churchill, 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 31, 2008, at Reel 3911, Frame 0882; and

WHEREAS, Grantor has requested that Churchill 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. Churchill hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Rights"):

(i) each Trademark listed on Schedule 1 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. Churchill hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Churchill, all of Churchill's right, title and interest in and to the Trademarks and the Trademark Rights.

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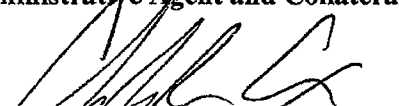
IN WITNESS WHEREOF, Churchill has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**CHURCHILL FINANCIAL LLC,  
as Administrative Agent and Collateral  
Agent**

By:

Name:

Title:

  
Chad Cox  
Managing Director

**SCHEDULE 1**

Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
NO MESS COOKIE DOUGH	75000466	10/02/1995	2213194	12/22/1998
MOM NEVER MADE 'EM THIS GOOD	75000467	10/02/1995	2089776	08/19/1997

Trademark Release and Reassignment

RECORDED: 03/08/2010

**TRADEMARK**  
REEL: 004162 FRAME: 0503