

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
Specialty Brands Holdings, Inc.		03/03/2010	CORPORATION: DELAWARE
Specialty Brands of America, Inc.		03/03/2010	CORPORATION: MASSACHUSETTS
Bear Creek Country Kitchens, LLC		03/03/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	Attn: Brett Hyman
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0206118	O.T.C.
Registration Number:	1507410	THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1848
Registration Number:	0200061	TRENTON
Registration Number:	3688211	· · · ORIGINAL TRENTON CRACKERS O.T.C. SINCE 1848 · ·

CORRESPONDENCE DATA

Fax Number: (301)654-6714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3018411359
 Email: brett.hyman@americancapital.com
 Correspondent Name: Brett Hyman
 Address Line 1: 2 Bethesda Metro Center

900157245

TRADEMARK
 REEL: 004168 FRAME: 0481

OP \$115.00 0206118

Address Line 2: Attn: Brett Hyman
Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:	Brett Hyman
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Signature:	/Brett Hyman/
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Date:	03/17/2010
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Total Attachments: 5 source=ACAS TM Release#page1.tif source=ACAS TM Release#page2.tif source=ACAS TM Release#page3.tif source=ACAS TM Release#page4.tif source=ACAS TM Release#page5.tif
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**RELEASE AND TERMINATION OF SECURITY INTEREST
IN TRADEMARKS**

This Release and Termination of Security Interest in Trademarks (this "Release") is made and entered into this 3rd day of March 2010 by and between Specialty Brands Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA"), and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCKK"), and together with SBA and Parent, the "Grantors") and American Capital Financial Services, Inc., a Delaware corporation, in its capacity as administrative and collateral agent (in such capacity, the "Second Lien Agent") for the Secured Parties from time to time party to the Amended and Restated Second Lien Pledge and Security Agreement dated as of May 18, 2007 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), by and among the Grantors, the investors party thereto from time to time, and the Second Lien Agent. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, the Second Lien Agent has recorded a security interest in Grantor's Trademarks set forth on Schedule A hereto, pursuant to that certain Amended and Restated Second Lien Trademark Security Agreement dated as of May 18, 2007 by and among the Grantors and the Second Lien Agent (the "Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Trademark Division of the United States Patent and Trademark Office, on June 1, 2007, at Reel/Frame No. 3352/0973; and

WHEREAS, Second Lien Agent has agreed to release its security interest granted under the Trademark Security Agreement in connection with the Trademarks set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, the Grantors and Second Lien Agent wish to record the release of the security interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the parties to this Release intended to be legally bound, agree as follows:

1. The Second Lien Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the second priority security interest that it has against any and all right, title and interest that it has acquired in and to the Trademarks, any reissues, continuations or extensions of the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any Trademark or any licensed Trademarks.

2. The Second Lien Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Grantor at the Grantor's sole cost and expense to effectuate or evidence such release.

3. The parties hereto authorize and request the recordation of this Release with the United States Patent and Trademark Office in connection with the Trademarks.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

SECOND LIEN AGENT

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By: 

Name: Jim Gargano

Title: Vice President

GRANTORS

SPECIALTY BRANDS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

SPECIALTY BRANDS OF AMERICA,
INC.

By: _____

Name: _____

Title: _____

BEAR CREEK COUNTRY KITCHENS,
LLC

By: _____

Name: _____

Title: _____

TRADEMARK

REEL: 004168 FRAME: 0485

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

SECOND LIEN AGENT

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.

By: _____
Name: _____
Title: _____

GRANTORS

SPECIALTY BRANDS HOLDINGS, INC.

By: _____
Name: DOMINIQUE BASTIEN
Title: CEO

SPECIALTY BRANDS OF AMERICA,
INC.

By: _____
Name: DOMINIQUE BASTIEN
Title: CEO

BEAR CREEK COUNTRY KITCHENS,
LLC

By: _____
Name: DOMINIQUE BASTIEN
Title: CEO

SCHEDULE A

TRADEMARKS

Trademark Title	Registration Number	Registration Date
O.T.C.	206118	11/24/1925
THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1948 (Design)	1507410	10/4/1988
TRENTON	200061	6/23/1925
Original Trenton Crackers O.T.C. Since 1848	3,688,211	9/29/2009