

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prospect Capital Corporation		03/31/2010	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

Name:	Shearer's Foods, Inc.
Street Address:	692 Wabash Avenue North
City:	Brewster
State/Country:	OHIO
Postal Code:	44613
Entity Type:	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2666406	
Registration Number:	2805553	TIRITAS
Registration Number:	2666407	
Registration Number:	1621442	GRANDPA'S CHOICE
Registration Number:	1620176	MESQUITE GRANDPA'S CHOICE
Registration Number:	2720617	DIPSTER
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG
Registration Number:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128198200  
 Email: fcutajar@whitecase.com  
 Correspondent Name: White & Case LLP

OP \$240.00 2666406

**900158688**

**TRADEMARK  
 REEL: 004178 FRAME: 0635**

Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1155732-0146

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/

Date: 04/01/2010

Total Attachments: 3  
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TRADEMARK RELEASE

TRADEMARK RELEASE, effective as of this 31<sup>st</sup> day of March, 2010, given by PROSPECT CAPITAL CORPORATION, a Maryland corporation (the "Lender") to SHEARER'S FOODS, INC., an Ohio corporation (the "Grantor"), as follows:

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, dated as of November 5, 2007 (the "Trademark Security Agreement"), the Grantor has heretofore granted to the Lender a security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including certain U.S. trademarks more particularly set forth on Schedule A attached hereto to secure the Secured Obligations (as defined in the Security Agreement, dated as of November 5, 2007, among the Lender, the Grantor, and the other parties party thereto (the "Security Agreement")); and

WHEREAS, the Lender wishes to release and restore all right, title and interest in and to the Trademark Collateral to the Grantor and to dissolve any and all liens and encumbrances respecting the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender hereby releases, discharges, quitclaims and relinquishes unto the Grantor all security interests in the Trademark Collateral, including without limitation the U.S. trademarks set forth on Schedule A granted to Lender by the Grantors pursuant to the Security Agreement and the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,  
has caused this instrument to be executed under seal on the date first written above.

PROSPECT CAPITAL CORPORATION

By 

Name: M. Grier Eliasek

Title: President & Chief Operating Officer

Schedule A

Marks

<u>Registration Number</u>	<u>Mark</u>
2666406	Design
2805553	TIRITAS
2666407	Design
1621442	GRANDPA'S CHOICE
1620176	MESQUITE GRANDPA'S CHOICE
2720617	Dipster
2202051	SHEARER PERFECTION IN EVERY BAG
2999837	SHEARER'S (Stylized)
3119618	SHEARER'S (Stylized)