

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
PNC Bank, as successor to National City Bank		03/31/2010	a National Association:

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

OP \$240.00 2666406

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**TRADEMARK
 REEL: 004178 FRAME: 0661**

Correspondent Name: White & Case LLP
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 ²¹ day of March, 2010, given by PNC BANK, NATIONAL ASSOCIATION (as successor to National City Bank, the "Agent") to SHEARER'S FOODS, INC., an Ohio corporation (the "Grantor"), as follows:

WITNESSETH


WHEREAS, pursuant to the Trademark Security Agreement, dated as of November 2, 2007 (the "Security Agreement"), the Grantor has heretofore granted to the Agent a continuing security interest in all of Grantor's right, title and interest in the Trademark Collateral (as defined in the Security Agreement), including certain U.S. trademarks more particularly set forth on Schedule A attached hereto to secure the Obligations (as defined in the Credit Agreement, dated as of November 5, 2007, and as amended January 25, 2008, among the Agent, the Grantor, and the other parties party thereto (the "Credit Agreement")); and

WHEREAS, the Agent 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 Agent 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 Agent by the Grantors pursuant to the Security Agreement, which security interest was duly recorded on May 6, 2008, at Reel 3772, Frame 0112 in the United States Patent and Trademark Office.

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.

PNC BANK, NATIONAL ASSOCIATION,
as successor to National City Bank

By 

Name: William E. Welsh, Jr.

Title: Vice President

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)