

**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>
JPM Mezzanine Capital, LLC, as agent		07/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The All American Gourmet Company		
<b>Street Address:</b>	525 Lake Avenue South		
<b>City:</b>	Duluth		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55802		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1616892	THE BUDGET GOURMET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-492-6842		
<b>Email:</b>	Cadwell.Jeffrey@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M217149		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>Signature:</b>	/Jeffrey R. Cadwell/		

OP \$40.00 1616892

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**TRADEMARK  
 REEL: 004245 FRAME: 0649**

Date:

07/20/2010

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 16, 2010, from JPM Mezzanine Capital, LLC, as agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to The All American Gourmet Company, a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Guaranty and Security Agreement, dated as of September 17, 2008, made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement dated as of September 17, 2008, among the Agent and Grantor (the "Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 20, 2008, at Reel 003873 and Frame 0385; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPM MEZZANINE CAPITAL, LLC

By: 

Name: Olof Bergqvist

Title: Executive Director

[AAGC Trademark Release]

**TRADEMARK**  
**REEL: 004245 FRAME: 0652**

**Schedule A**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>SERV./REG. NO.</b>	<b>REG. DATE</b>	<b>CLASSES</b>
THE Budget Gourmet	USA	1616892	10/9/1990	29 & 30