

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by Secured Party, JPMorgan Chase Bank, N.A., previously recorded at Reel 4015, Frame 0826		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/09/2010	national banking association:
<b>RECEIVING PARTY DATA</b>			
Name:	Pennant Foods Company, LLC		
Street Address:	500 Park Boulevard		
Internal Address:	Suite 200		
City:	Itasca		
State/Country:	ILLINOIS		
Postal Code:	60143		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2424917	FRESH ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	11236-2 1B DRG		
NAME OF SUBMITTER:	Donna Gasiorowski		
Signature:	/Donna Gasiorowski/		

CH \$40.00 2424917

**900167459**

**TRADEMARK**  
**REEL: 004246 FRAME: 0087**

Date:

07/21/2010

**Total Attachments: 5**

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

TERMINATION AND RELEASE effective as of July 9, 2010 (the "effective date") from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders"), to Pennant Foods Company, LLC, f.k.a. Pennant Foods Company, a Delaware limited liability company (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the First Lien Guarantee and Collateral Agreement, dated as of September 29, 2006, made by the Grantors (as defined therein, including Obligor) in favor of the Administrative Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of First Lien Security Interest in Trademark Rights dated as of June 15, 2009 among the Administrative Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed Grantors' intent to grant a Security Interest to the Administrative 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 July 1, 2009, at Reel 4015 and Frame 0826; and

WHEREAS, the Obligor has requested that the Administrative Agent terminate and release the entirety of the Security Interest in the Trademark Collateral (as hereinafter defined);

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's 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 Administrative Agent hereby terminates, releases and discharges the Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

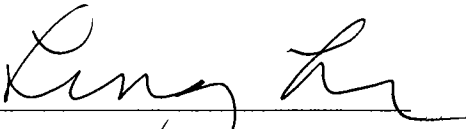
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be

reasonably necessary to effect the release of the Security Interest contemplated hereby at the expense and written request of the Obligor.

*[Remainder of page intentionally left blank.]*

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

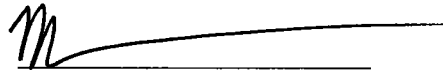
JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: **LINGLI**  
**Vice President**

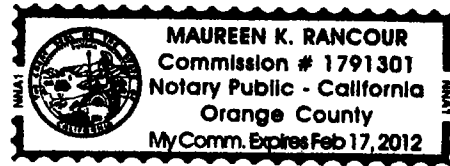
STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

SS.:

On this 2<sup>ND</sup> day of JULY 2010, before me personally appeared  
LING LI to me known who, being by me duly sworn, did depose and say  
that ~~he~~/she is VICE PRESIDENT of JPMorgan Chase Bank, N.A. described  
herein and which executed the foregoing instrument, and that he/she signed his/her name  
thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)



**Schedule A**

**U.S. Trademark Applications and Registrations**

<b>Title</b>	<b>Reg./App. No.</b>
FRESH ADVANTAGE	2,424,917 75/830,877