

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
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA		08/13/2010	INSURANCE CO.: NEW JERSEY
RECEIVING PARTY DATA			
Name:	COUNTRY PURE FOODS, INC.		
Street Address:	681 W. Waterloo Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44314		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1798077	SUNGIFT	
Registration Number:	0830681	DAIRYLINE	
CORRESPONDENCE DATA			
Fax Number:	(330)864-7986		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	330-864-5550		
Email:	trademarks@hahnlaw.com		
Correspondent Name:	Mark A. Watkins		
Address Line 1:	One GOJO Plaza, Suite 300		
Address Line 4:	Akron, OHIO 44311		
ATTORNEY DOCKET NUMBER:	016937.103CM		
NAME OF SUBMITTER:	Mark A. Watkins		
Signature:	/Mark A. Watkins/		

CH \$65.00 1798077

Date:

08/16/2010

Total Attachments: 4

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**TERMINATION AND RELEASE
OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT ("Release"), dated as of August __, 2010, by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent (the "Agent").

WHEREAS, pursuant to the terms of that certain Trademark Collateral Security and Pledge Agreement, dated as of October 22, 2004 ("Trademark Agreement"), by OHIO PURE FOODS, INC., an Ohio corporation (being referred to herein as the "Assignor"), in favor of the Agent, the Assignor granted to the Agent, for the benefit of certain Secured Parties (the "Secured Parties"), a security interest in all of its Pledged Intellectual Property, as defined in the Trademark Agreement, and associated goodwill, including, without limitation, the trademarks with United States Patent and Trademark Office and the State of Ohio listed on Schedule 1 hereto (the "Trademarks");

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 2968/Frame 0718 and Reel 2968/Frame 0789;

WHEREAS, as of the date hereof, Country Pure Foods, Inc. and Country Pure Foods, LLC have entered into a Stock and Unit Purchase Agreement ("Purchase Agreement") with the stockholders of Country Pure Foods, Inc., the members of Country Pure Foods, LLC, CPF Representative, LLC, and Winthorpe Holdings, Inc. ("Buyer");

WHEREAS, in connection with the Purchase Agreement, Country Pure Foods, Inc., Ardmore Farms, Inc., Natural Country Farms, Inc., CPF West, Inc. and the Assignor (the "Obligors") have repaid and satisfied all of their obligations under that certain Securities Purchase Agreement (as amended and in effect from time to time, the "Securities Purchase Agreement") and Senior Note Agreement (as amended and in effect from time to time, the "Senior Note Agreement"), and certain other Financing Documents (defined in the Securities Purchase Agreement) dated as of October 22, 2004 among the Obligors, the Agent and the Secured Parties, to the satisfaction of the Agent and the Secured Parties (the "Satisfaction"); and

WHEREAS, in connection with the Purchase Agreement, and as a result of the Satisfaction, the Agent, with authorization to act on behalf of itself and the Secured Parties, has agreed to terminate and release its security interest and all of its right, title and interest in the Trademarks, including all of the goodwill associated therewith, and to terminate the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent and the Assignor hereby agrees as follows:

- 1. Release and Conveyance.** Without representation or warranty of any kind whatsoever, the Agent hereby terminates and releases its security interest in, and on a quit claim basis conveys, sells, assigns, transfers and sets over to the Assignor all of its rights, title and


interest, if any, in each of the Trademarks, including all of the goodwill associated therewith, effective as of the date set forth above.

2. **Release of the Assignor.** The Assignor is hereby released from all of its obligations under the Trademark Agreement, and the Trademark Agreement is hereby terminated effective as of the date set forth above.
3. **No Other Terms and Conditions of Trademark Agreements.** All terms and conditions of the Trademark Agreement, and all terms and conditions of the Securities Purchase Agreement and Senior Note Agreement that specifically relate to the Trademark Agreement are hereby deemed satisfied and shall have no further force or effect.

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IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Agent

By:  *ES*
Name: Eric R. Seward
Title: Vice President

[Ohio Pure Foods – IP Release]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"Sungift"	RN 1798077	October 12, 1993
"Dairyline"	RN 830681	June 20, 1967
"Sungift"	TM 13842	December 23, 1992*

*Filed and registered with the State of Ohio.