

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee name previously recorded on Reel 004261 Frame 0327. Assignor(s) hereby confirms the 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:	Natural Country Farms, Inc.		
Street Address:	681 W. Waterloo Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44314		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1770336	NATURAL COUNTRY	
Registration Number:	2042564	SUNFLO	
Registration Number:	1472565	GLACIER VALLEY	
Registration Number:	1440124	NATURAL COUNTRY	
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:	CM		

CH \$115.00 1770336

900169666

TRADEMARK
REEL: 004262 FRAME: 0757

NAME OF SUBMITTER:	Mark A. Watkins
Signature:	/Mark A. Watkins/
Date:	08/18/2010
Total Attachments: 5 source=Natural Country Release#page1.tif source=Natural Country Release#page2.tif source=Natural Country Release#page3.tif source=Natural Country Release#page4.tif source=NaturalCountryRecordation#page1.tif	

**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 NATURAL COUNTRY FARMS, 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 listed on Schedule 1 hereto (the "Trademarks");

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office at Reel 002966/Frame 0555;

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., Ohio Pure Foods, 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 Stock 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.

[Remainder of Page Intentionally Left Blank]

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:  
Name: Eric R. Seward
Title: Vice President

[Natural Country Farms – IP Release]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"Natural Country" (and Design)	RN 1770336	May 11, 1993
"Sunflo"	RN 2042564	March 11, 1997
"Glacier Valley" (Stylized)	RN 1472565	January 12, 1988
"Natural Country"	RN 1440124	May 19, 1987

TRADEMARK ASSIGNMENT

Electronic Version v1.1 **08/16/2010**
 Stylesheet Version v1.1 **900169458**

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: 4			
Property Type	Number	Word Mark	
Registration Number:	1770336	NATURAL COUNTRY	
Registration Number:	2042564	SUNFLO	
Registration Number:	1472565	GLACIER VALLEY	
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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		

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