

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Bank of America, N.A., as successor-in-interest to Fleet National Bank</td> <td></td> <td>09/16/2010</td> <td>National banking corporation: UNITED STATES</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Bank of America, N.A., as successor-in-interest to Fleet National Bank		09/16/2010	National banking corporation: UNITED STATES					
Name	Formerly	Execution Date	Entity Type										
Bank of America, N.A., as successor-in-interest to Fleet National Bank		09/16/2010	National banking corporation: UNITED STATES										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>HP Hood LLC</td> </tr> <tr> <td>Street Address:</td> <td>Six Kimball Lane</td> </tr> <tr> <td>City:</td> <td>Lynnfield</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>01940</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	HP Hood LLC	Street Address:	Six Kimball Lane	City:	Lynnfield	State/Country:	MASSACHUSETTS	Postal Code:	01940	Entity Type:	CORPORATION: DELAWARE	
Name:	HP Hood LLC												
Street Address:	Six Kimball Lane												
City:	Lynnfield												
State/Country:	MASSACHUSETTS												
Postal Code:	01940												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> <th style="text-align: center;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2848947</td> <td>SCOOPFULS</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2848947	SCOOPFULS							
Property Type	Number	Word Mark											
Registration Number:	2848947	SCOOPFULS											
CORRESPONDENCE DATA													
<p>Fax Number: (617)523-1231 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 617.570.1292</p> <p>Email: mrovner@goodwinprocter.com</p> <p>Correspondent Name: Goodwin Procter LLP</p> <p>Address Line 1: Exchange Place, 53 State Street</p> <p>Address Line 2: Miriam J. Rovner</p> <p>Address Line 4: Boston, MASSACHUSETTS 02109</p>													
ATTORNEY DOCKET NUMBER:	043120-108806												
NAME OF SUBMITTER:	Miriam J. Rovner												
Signature:	/mjr/												

OP \$40.00 2848947

900172068

TRADEMARK
 REEL: 004282 FRAME: 0007

Date:

09/21/2010

Total Attachments: 4

source=Bank of America (Fleet) - Hood - Release April 2004#page1.tif

source=Bank of America (Fleet) - Hood - Release April 2004#page2.tif

source=Bank of America (Fleet) - Hood - Release April 2004#page3.tif

source=Bank of America (Fleet) - Hood - Release April 2004#page4.tif

TRADEMARK

REEL: 004282 FRAME: 0008

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made effective this 16th day of September, 2010 (the "Release Date") by Bank of America, N.A., in its capacity as successor-in-interest to Fleet National Bank, as agent (the "Secured Party"), for the benefit of HP Hood LLC, a Delaware limited liability company (the "Mark Owner").

WHEREAS, the Mark Owner entered into that certain Amended and Restated Guarantee and Security Agreement, dated as of April 5, 2004 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Guarantee and Security Agreement");

WHEREAS, the Mark Owner entered into that certain Amended and Restated Memorandum of Trademark and Service Mark Security Interest, dated as of April 5, 2004, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Mark Owner granted to the Secured Party security interests in all of its trademarks, service marks and applications therefore, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Trademark Collateral"), and specifically, the security interests granted under the Guarantee and Security Agreement;

WHEREAS, due to the Mark Owner's administrative error, the trademarks listed in Exhibit A attached hereto (the "Released Marks") were included in error as part of the Trademark Collateral;

WHEREAS, Secured Party recorded at the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Collateral; and

WHEREAS, the Mark Owner, in view of its administrative error resulting in the inclusion of the Released Marks among the Trademark Collateral has requested that the Secured Party release its security interest in the Released Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Released Marks granted by the Mark Owner under the Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Mark Owner with the USPTO or any other state, federal, international or foreign agency whose duty it is to record trademarks, applications and title thereto.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Mark Owner may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Mark Owner and the cost and expense of such documents and actions shall be borne solely by the Mark Owner.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Guarantee and Security Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

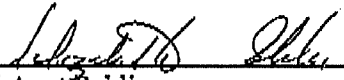
IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

BANK OF AMERICA, N.A.,
SUCCESSOR-IN-INTEREST TO FLEET NATIONAL BANK,
AS ADMINISTRATIVE AGENT

By: 
Name: **Rosanne Parsill**
Title: **Assistant Vice President**

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 16th day of September, 2010, before me personally appeared ROSANNE PARSILL to me known, who, being by me duly sworn, declared that she is a VICE PRESIDENT of Bank of America, N.A., the national banking association described in and which has executed the foregoing instrument; that being duly authorized she did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.


Notary Public
My commission expires: 11-12-13

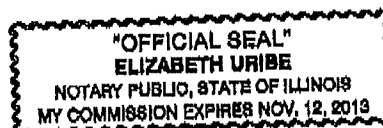


EXHIBIT A

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
SCOOPFULS	76/479,336	12/31/2002	2,848,947	6/1/2004	HP Hood LLC & Johnson & Johnson