

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as administrative Agent		09/16/2010	National Association:
RECEIVING PARTY DATA			
Name:	HP Hood LLC		
Street Address:	Six Kimball Lane		
City:	Lynnfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01940		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2877033	PACIFIC CHAI	
Registration Number:	2848947	SCOOPFULS	
Registration Number:	3050132	THE TASTE OF PEACE AND QUIET	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	Exchange Place, 53 State Street		
Address Line 2:	Miriam J. Rovner		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	043120-108806		
NAME OF SUBMITTER:	Miriam J. Rovner		

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REEL: 004282 FRAME: 0013

OP \$90.00 2877033

Signature:	/mjr/
Date:	09/21/2010
Total Attachments: 4 source=Bank of America - Hood - Release August 2008#page1.tif source=Bank of America - Hood - Release August 2008#page2.tif source=Bank of America - Hood - Release August 2008#page3.tif source=Bank of America - Hood - Release August 2008#page4.tif	

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 Administrative Agent (the “Administrative Agent”) pursuant to the Credit Agreement (as defined below), for the benefit of HP Hood LLC, a Delaware limited liability company (the “Borrower”), and its Subsidiaries (each a “Pledgor” and collectively, the “Pledgors”). Capitalized terms used herein shall have the same meaning as in the Credit Agreement, unless specifically defined otherwise herein.

WHEREAS, the Borrower has entered into that certain Second Amended and Restated Credit Agreement, dated as of August 21, 2008, as amended by the First Amendment to Credit Agreement, dated as of April 23, 2009 and the Second Amendment to Credit Agreement, dated as of June 4, 2010 with the Administrative Agent and lenders party thereto (the “Lenders”) (as so amended, and as in effect from time to time, the “Credit Agreement”);

WHEREAS, each of the Pledgors is a party to a Guarantee and Security Agreement dated as of August 21, 2008 (as at any time prior to the date hereof amended, restated, supplemented, amended and restated or otherwise modified, the “Guarantee and Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Security Agreement, each of the Pledgors was required to execute and deliver a Trademark Security Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations (as defined in the Credit Agreement);

WHEREAS, the Borrower has entered into that certain Trademark Security Agreement, dated as of August 21, 2008 with Administrative Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which the Pledgors granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and to and a continuing lien on certain assets of the Pledgors, including, without limitation, all trademarks of such Pledgor, including, without limitation, (i) all Goodwill associated with such trademarks, (ii) all Intellectual Property Licenses associated with such trademarks, and (iii) all proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”);

WHEREAS, Administrative Agent has recorded at the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral;

WHEREAS, due to Borrower’s administrative error, the trademarks listed on Schedule I attached hereto (the “Released Marks”), were included in error as part of the Trademark Collateral; and

WHEREAS, the Borrower, in view of its administrative error resulting in the inclusion of the Released Marks among the Trademark Collateral, has requested that the Administrative Agent 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, Administrative Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Administrative Agent, acting for itself and for the Lenders, hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Released Marks granted by the Borrower under the Security Agreement.

2. Recordation of Release. The Administrative Agent understands and agrees that this Release may be recorded by or for the Borrower 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. Administrative Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Borrower 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 Borrower and the cost and expense of such documents and actions shall be borne solely by the Borrower.

[Signature pages follow]

IN WITNESS WHEREOF, Administrative Agent 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.,
as Administrative Agent

By: *Rosanne Parsill*
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 Assistant 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.

Elizabeth Uribe
Notary Public

My commission expires: 11-12-13



SCHEDULE I

Released Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
PACIFIC CHAI [& design]	78/160,666	9/4/2002	2,877,033	8/24/2004	HP Hood LLC
SCOOPFULS	76/479,336	12/31/2002	2,848,947	6/1/2004	HP Hood LLC & Johnson & Johnson
THE TASTE OF PEACE AND QUIET	78/537,231	12/22/2004	3,050,132	1/24/2006	HP Hood LLC