

**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
General Electric Capital Corporation, as agent		09/27/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fieldbrook Foods Corporation
Street Address:	One Ice Cream Drive
City:	Dunkirk
State/Country:	NEW YORK
Postal Code:	14048
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2518643	FIELDBROOK FARMS
Registration Number:	2538498	FIELDBROOK FARMS
Registration Number:	3287465	FIELDBROOK FOODS
Registration Number:	2508049	FUN STICKS
Registration Number:	0842941	MASTER PIECE
Registration Number:	1422149	MY FAVORITE
Registration Number:	1423123	MY FAVORITE ICE CREAM
Registration Number:	1367956	OLD FASHIONED "HAND DIPPIN KIND"
Registration Number:	0939960	PARTY PARADE
Registration Number:	1731410	PARTY TREAT
Registration Number:	0830274	PARTY TREAT

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700

**900172518**

**TRADEMARK  
 REEL: 004285 FRAME: 0276**

**CH \$290.00 2518643**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: lkonrath@winston.com  
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Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1346
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	09/28/2010

Total Attachments: 7  
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**EXECUTION COPY**

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 27, 2010 (the "Termination and Release"), is made from General Electric Capital Corporation, having a principal place of business at 201 Merritt 7, Norwalk, Connecticut 06856, as Agent for the Lenders and L/C Issuers and the other Secured Parties (the "Agent") to Fieldbrook Foods Corporation, a Delaware corporation having a principal place of business at One Ice Cream Drive, Dunkirk, New York 14048 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of June 3, 2010, by and among the Grantor, as Borrower, the other Credit Parties signatory thereto, the Lenders, and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Guaranty and Security Agreement (as defined below).

**WITNESSETH:**

WHEREAS, pursuant to the Guaranty and Security Agreement, dated as of June 3, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Borrower and the other Grantors in favor of the Agent, a security interest (the "Security Interest") was granted by the Borrower to the Security Agent in certain Collateral, including without limitation, all of its Trademarks;

WHEREAS, in connection with the Security Agreement, the parties entered into a Trademark Security Agreement, effective as of June 3, 2010, which was recorded in the Trademark Division of the United States Patent and Trademark Office on June 10, 2010, at Reel 004222, Frame 0517; and

WHEREAS, the Security Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest in or to all of the Trademarks and IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I; all renewals and extensions of the foregoing; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and all income, royalties, proceeds and Liabilities at any time

due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Release of Security Interest. The Agent hereby unconditionally and irrevocably terminates, releases and discharges its Security Interest in the Trademark Collateral, and all right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

\* \* \*

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ACKNOWLEDGMENT

STATE OF NEW YORK )

:SS:

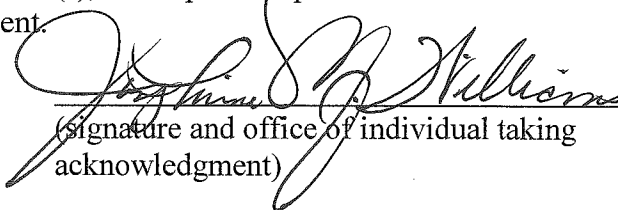
COUNTY OF *NEW YORK* )

*September*

On *23*, 2010 before me, the undersigned, personally appeared

*RICHARD J. O'NEILL*

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
(signature and office of individual taking acknowledgment)

**JOSEPHINE M. WILLIAMS**  
Notary Public, State of New York  
No. 01W16117747  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Nov. 1, 2012

SCHEDULE I

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK/ SERVICEMARK	REGISTRATION NUMBER	STATUS
FLIELBROOK FARMS (IC29)	2,518,643	Renewal due 12/11/2011
FLIELBROOK FARMS (IC30)	2,538,498	Renewal due 2/12/2012
FLIELBROOK FOODS (IC40)	3,287,465	Sections 8 & 15 Declaration due between 9/4/2012 – 9/4/2013
FUN STICKS (IC30)	2,508,049	Renewal due 11/13/2011
MASTER PIECE (IC30)	842,941	Renewal due 1/23/2018
MY FAVORITE (IC30)	1,422,149	Renewal due 12/23/2016
MY FAVORITE ICE CREAM and Design (IC30)	1,423,123	Renewal due 12/15/2016



OLD FASHIONED "HAND DIPPIN KIND" (IC30)	1,367,956	Renewal due 10/29/2015
PARTY PARADE (IC30)	939,960	Renewal due 8/1/2012
PARTY TREAT (IC30)	1,731,410	Renewal due 11/10/2012
PARTY TREAT (IC30)	830,274	Renewal due 6/13/2017

2. TRADEMARK APPLICATIONS

None.



3. IP LICENSES

a. Ice Cream Licensing, Marketing and Distribution Agreement dated April 12, 2002 between Denali Flavors, Inc. as licensor, and Fieldbrook Foods Corporation, as licensee, regarding the "Marks" defined and listed t herein.

b. License Agreement dated as of November 1, 2009 between Dole Food Company, Inc. and Borrower, and related Manufacturing Compliance Agreement dated as of January 20, 2010 between Target Foods LLC (a co-packer) and Borrower.