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
Credit Suisse AG		12/23/2010	Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Celebration Foods LLC
Street Address:	175 Capital Boulevard
Internal Address:	Suite 400
City:	Rocky Hill
State/Country:	CONNECTICUT
Postal Code:	06067-3914
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3437823	CELEBRATION FOODS

CH $40.00 3437823

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312 368 4000
Email: ch.tm@dlapiper.com
Correspondent Name: Mark I. Feldman, DLA Piper LLP (US)
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	CELEBRATION FOODS
NAME OF SUBMITTER:	Mark Feldman

Signature:	/Mark Feldman/
Date:	12/23/2010

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "**Release**"), dated as of December 23, 2010, is made in favor of Celebration Foods LLC, a Delaware limited liability company (the "**Grantor**"), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the "**Collateral Agent**") on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, dated as of November 5, 2010 (the "**Guarantee and Collateral Agreement**"), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of November 5, 2010 (the "**Trademark Security Agreement**"), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4411 / Frame 0361 on November 8, 2010, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the "**Trademark Collateral**"), including all of the Grantor's right, title and interest in, to and under the Trademark of the Grantor listed on Schedule I hereto (the "**Specified Trademark**");

WHEREAS, as a result of the transfer of certain assets, including certain intellectual property, of the Grantor pursuant to that certain Asset Contribution and Loan Agreement, dated as of September 2, 2009, by and among the Grantor and CF Foods LLC, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby (i) terminates and releases its security interest in and to, but solely under the Trademark Security Agreement, all of the Grantor's right, title and interest in, to and under all of the following Collateral:

a. the Trademark Collateral, including the Specified Trademark;

b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademark; and

c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or

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injury to, or infringement or dilution of such Trademark Collateral, including the Specified Trademark, or for injury to the goodwill associated with any of the foregoing; and

(ii) terminates and releases its security interest in and to, but solely under the Guarantee and Collateral Agreement, all of the Grantor's right, title and interest in, to and under:

a. the Specified Trademark;

b. all of the goodwill of the business connected with the use of, or symbolized by such Specified Trademark; and

c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of such Specified Trademark, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademark.

This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[*Signature page to follow*]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: _____
Name: Ari Bruger
Title: Vice President

By: _____
Name: Kevin Buddhdew
Title: Associate

[*Signature Page to Celebration Foods LLC Trademark Release*]

SCHEDULE I

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
CELEBRATION FOODS	USA	78/706645	03-Sep-05	3437823	27-May-08