

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Termination of First Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Commercial Finance LLC	FORMERLY GMAC Commercial Finance LLC	01/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Specialty Brands Holdings, Inc.		
Street Address:	505 5th Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
Name:	Specialty Brands of America, Inc.		
Street Address:	1400 Old Country Road, Suite 103		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	CORPORATION: DELAWARE		
Name:	Bear Creek Country Kitchens, LLC		
Street Address:	1400 Old Country Road, Suite 103		
City:	Westbury		
State/Country:	NEW YORK		
Postal Code:	11590		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0722057	DIXIE FRY	

OP \$40.00 0722057

900182656

TRADEMARK
 REEL: 004464 FRAME: 0038

CORRESPONDENCE DATA

Fax Number: (301)654-6714

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

Phone: 3018411359

Email: brett.hyman@americancapital.com

Correspondent Name: American Capital, Ltd

Address Line 1: 2 Bethesda Metro Center

Address Line 2: Attn: Brett Hyman

Address Line 4: Bethesda, MARYLAND 20814

NAME OF SUBMITTER:

Brett Hyman

Signature:

/Brett Hyman/

Date:

01/31/2011

Total Attachments: 5

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

This Release and Termination of Security Interest in Trademarks (this "Release") is made and entered into this 28th day of January 2011 by and between Specialty Brands Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA"), and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCCK"), and together with SBA and Parent, the "Grantors") and Ally Commercial Finance LLC (f/k/a GMAC Commercial Finance LLC), a Delaware limited liability company, in its capacity as administrative and collateral agent (in such capacity, the "First Lien Agent") for the Secured Parties from time to time party to the Amended and Restated First Lien Pledge and Security Agreement dated as of May 18, 2007 (as amended, modified or otherwise supplemented from time to time, the "Security Agreement"), by and among the Grantors, the investors party thereto from time to time, and the First Lien Agent. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, the First Lien Agent has recorded a security interest in Grantor's Trademarks set forth on Schedule A hereto, pursuant to that certain Amended and Restated First Lien Trademark Security Agreement dated as of May 18, 2007 by and among the Grantors and the First Lien Agent (the "First Lien Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Trademark Division of the United States Patent and Trademark Office, on June 1, 2007 at Reel/Frame No. 3552/0973; and

WHEREAS, American Capital Financial Services, Inc. (the "Second Lien Agent") assigned that certain Amended and Restated Second Lien Trademark Security Agreement dated as of May 18, 2007 by and among the Grantors and the Second Lien Agent (the "Second Lien Trademark Security Agreement") to the First Lien Agent; and

WHEREAS, such assignment was recorded in the Trademark Division of the United States Patent and Trademark Office, on August 23, 2007 at Reel/Frame No. 3607/0178; and

WHEREAS, the First Lien Agent has agreed to release its security interest granted under the First Lien Trademark Security Agreement and the Second Lien Trademark Security Agreement with respect to the the trademarks set forth on Schedule A hereto ("Trademarks"); and

WHEREAS, the Grantors and the First Lien Agent wish to record the release of the security interest in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the parties to this Release intended to be legally bound, agree as follows:

1. The First Lien Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the first priority security interest that it has against any and all right, title and interest that it has acquired in and to the Trademarks, any reissues, continuations or extensions of the Trademarks, any goodwill of the business connected with the use of, and symbolized by, the Trademarks, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any Trademark or any licensed Trademarks.

2. The First Lien Agent hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Grantors at the Grantors' sole cost and expense to effectuate or evidence such release.

3. The parties hereto authorize and request the recordation of this Release with the United States Patent and Trademark Office in connection with the Trademarks.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.


7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

FIRST LIEN AGENT

ALLY COMMERCIAL FINANCE LLC

By: 
Name: CRAIG NALITT
Title: DIRECTOR

GRANTORS

SPECIALTY BRANDS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SPECIALTY BRANDS OF AMERICA,
INC.

By: _____
Name: _____
Title: _____

BEAR CREEK COUNTRY KITCHENS,
LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

FIRST LIEN AGENT

ALLY COMMERICAL FINANCE LLC

By: _____
Name: _____
Title: _____

GRANTORS

SPECIALTY BRANDS HOLDINGS, INC.

By: _____
Name: DON BASTIEN
Title: CEO

SPECIALTY BRANDS OF AMERICA, INC.

By: _____
Name: DON BASTIEN
Title: CEO

BEAR CREEK COUNTRY KITCHENS, LLC

By: _____
Name: DON BASTIEN
Title: CEO

SCHEDULE A

TRADEMARKS

Trademark Title	Registration Number	Registration Date
DIXIE FRY	722057	9/26/1961