

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

OP \$40.00 0722057

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: Brett Hyman  
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 7<sup>th</sup> 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 ("BCKK"), and together with SBA and Parent, the "Grantors") and American Capital Ltd. (as successor by merger to American Capital Financial Services, Inc.), a Delaware corporation, in its capacity as administrative and collateral agent (in such capacity, the "Second Lien Agent") for the Secured Parties from time to time party to the Amended and Restated Second 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 Second 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 Second Lien Agent has recorded a security interest in the Grantors' Trademarks set forth on Schedule A hereto, pursuant to 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 "Trademark Security Agreement"); and

WHEREAS, such security interest was recorded in the Trademark Division of the United States Patent and Trademark Office, on May 25, 2007, at Reel/Frame No. 3549/0693; and

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

WHEREAS, the Grantors and Second 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 Second Lien Agent hereby irrevocably releases, relinquishes, terminates and discharges in its entirety the second 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 Second 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.

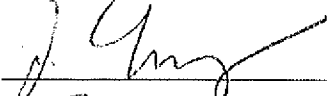
7. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[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.

SECOND LIEN AGENT

AMERICAN CAPITAL, LTD.

By:   
Name: Jim Greaney  
Title: VICG PRESIDENT

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.

SECOND LIEN AGENT

AMERICAN CAPITAL, LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTORS

SPECIALTY BRANDS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: DON BASTIER  
Title: CEO

SPECIALTY BRANDS OF AMERICA, INC.

By: \_\_\_\_\_  
Name: DON BASTIER  
Title: CEO

BEAR CREEK COUNTRY KITCHENS, LLC

By: \_\_\_\_\_  
Name: DON BASTIER  
Title: CEO

SCHEDULE A

TRADEMARKS

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