

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
Wells Fargo Bank, National Association		04/19/2011	National Banking Association: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Golden Peanut Company, LLC		
Street Address:	100 North Point Center East		
Internal Address:	Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1641756	ACCU-COUNT	
Registration Number:	1481816	NEAT-N-SWEET	
Registration Number:	1838804	AGTECH	
Registration Number:	1888741		
CORRESPONDENCE DATA			
Fax Number:	(205)244-5714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-458-5284		
Email:	ivincent@burr.com		
Correspondent Name:	India E. Vincent		
Address Line 1:	420 North 20th Street		
Address Line 2:	Suite 3400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	WF-GP		

CH \$1115.00 1641756

900192593

TRADEMARK
REEL: 004546 FRAME: 0663

NAME OF SUBMITTER:	India E. Vincent, Esq.
Signature:	/india vincent/
Date:	05/24/2011
Total Attachments: 2 source=Golden Peanut - TM Release#page1.tif source=Golden Peanut - TM Release#page2.tif	

LOAN PAYOFF AGREEMENT

April 19, 2011

Golden Peanut Company, LLC
100 North Point Center East, Suite 400
Alpharetta, Georgia 30022

Ladies and Gentlemen:

GOLDEN PEANUT COMPANY, LLC, a Georgia limited liability company (the "Borrower"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Administrative Agent, ("Agent"), are parties to that certain Credit Agreement dated July 30, 2008 (as modified from time to time, the "Credit Agreement"), pursuant to which Agent provided Borrower with certain financial accommodations consisting of a revolving line of credit, letters of credit, swing line loans and term loans, as more fully described in the Credit Agreement (the "Loan Facilities"). Capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings ascribed to them in the Credit Agreement.

Borrower has advised Agent of the Borrower's request to terminate the Loan Facilities, the Credit Agreement, and all other Loan Documents. Agent agrees that the principal balance of all loans, interest, fees, expenses, the termination value and other costs incurred, and all other amounts owing by or chargeable to the Borrower as of the date hereof under the terms of the Loan Documents (collectively, the "Agent Obligations"), but excluding any Contingent Obligations (defined below) have been paid in their entirety on the date hereof, and that the Agent Obligations are satisfied in full, and all liens and security interests of Agent in any and all of the property of the Borrower or any other obligor securing the Agent Obligations (but excluding therefrom any of Agent's liens and rights of setoff against any other deposit accounts of Borrower maintained with Agent, such property exclusive of such other deposit accounts being referred to as the "Current Collateral"), are hereby released and terminated.

"Contingent Obligations" means all obligations of the Borrower owed to Agent with respect to Items of Payment (defined below) that are dishonored, returned or otherwise unpaid, ACH transfers, sweep accounts, cash management obligations, treasury management obligations, payments made to Agent by or on behalf of Borrower that are determined by a court of competent jurisdiction to be preferential or otherwise avoidable pursuant to any federal or state insolvency law and all other contingent indemnification or reimbursement obligations owed by Borrower under the terms of the Credit Agreement and other Loan Documents, by their express terms, to the extent no unsatisfied claims giving rise thereto have been asserted by Agent as of the date hereof.

Further, (i) the Credit Agreement and all of Agent's or any Lender's commitments to make loans or other financial accommodations thereunder or in connection therewith are hereby terminated (other than any provisions relating to Contingent Obligations), and the Borrower has no further liability to Agent or any Lender under the Credit Agreement (other than under any provisions relating to Contingent Obligations), (ii) Agent hereby agrees that it shall promptly release all liens filed against the personal and

real property of Borrower and/or Guarantor, and (iii) Agent hereby releases to the Borrower any and all Current Collateral theretofore delivered in the possession of Agent pertaining to the Borrower.

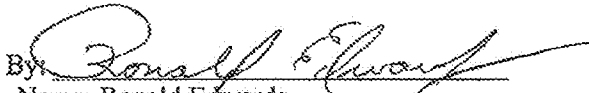
Borrower acknowledges that, on or prior to the date hereof, Agent may have given Borrower credit for Items of Payment, remitted in payment of the Agent Obligations, which Items of Payment may be subsequently dishonored, returned or otherwise unpaid. Borrower shall indemnify and hold Agent harmless from all losses, costs and claims arising on account of any such Item of Payment dishonored, returned or unpaid, and pay Agent on demand from time to time the amount of each such dishonored, returned or otherwise unpaid Item of Payment. "Items of Payment" means, collectively, all checks, drafts, cash, money, instruments, items and other remittances in payment or on account of payment of the Agent Obligations.

By its signature below, Borrower and each Guarantor (a) releases Agent, each Lender, and each of their directors, officers, employees, representatives and agents, from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon, relating to or arising out of the Agent Obligations and related transactions in any way, and (b) acknowledges that neither Agent nor any Lender has no further commitments, obligations or liabilities to Borrower under the Loan Documents.

This letter agreement is governed by Georgia law and may be executed in any number of counterparts, each of which shall be deemed to be an original and all taken together shall constitute but one and the same instrument. This letter agreement may be delivered by facsimile transmission or via email of a PDF file copy.

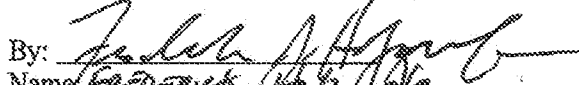
Yours very truly,

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Administrative Agent

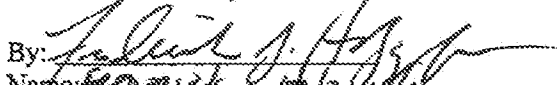
By: 
Name: Ronald Edwards
Title: SVP

Acknowledged and Agreed:

GOLDEN PEANUT COMPANY, LLC

By: 
Name: Pauline A. Hester
Title: Vice President & COO

GP BLANCHING, INC.

By: 
Name: Pauline A. Hester
Title: Vice President & COO