

## 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  |                                       | 12/16/2011         | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |                                       |                    |                       |
| Name:   | The All American Gourmet Company      |                    |                       |
| Street Address:   | 1201 Hamon Place                      |                    |                       |
| City:   | Minneapolis                           |                    |                       |
| State/Country:  | MINNESOTA                             |                    |                       |
| Postal Code:  | 55403                                 |                    |                       |
| Entity Type:  | CORPORATION: DELAWARE                 |                    |                       |
| PROPERTY NUMBERS Total: 1   |                                       |                    |                       |
| Property Type   | Number                                | Word Mark          |                       |
| Registration Number:  | 1616892                               | THE BUDGET GOURMET |                       |
| CORRESPONDENCE DATA   |                                       |                    |                       |
| Fax Number:   | (312)993-9767                         |                    |                       |
| Phone:  | 312-993-2622                          |                    |                       |
| Email:  | gayle.grocke@lw.com                   |                    |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                       |                    |                       |
| Correspondent Name:   | Gayle Grocke c/o Latham & Watkins LLP |                    |                       |
| Address Line 1:   | 233 South Wacker Drive, Suite 5800    |                    |                       |
| Address Line 4:   | Chicago, ILLINOIS 60606               |                    |                       |
| NAME OF SUBMITTER:  | Magdalini Rizakos                     |                    |                       |
| Signature:  | /mr/                                  |                    |                       |
| Date:   | 12/19/2011                            |                    |                       |

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Total Attachments: 4

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is as of December 16, 2011 by General Electric Capital Corporation, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement (as defined in the Guaranty and Security Agreement defined below)), in favor of The All American Gourmet Company, a Delaware corporation (the "Company").

**WHEREAS**, the Company is a party to a Guaranty and Security Agreement dated as of September 17, 2008 in favor of the Agent (as amended, restated, supplemented or otherwise modified prior to the date hereof, "Guaranty and Security Agreement"), pursuant to which the Company executed and delivered that certain Trademark Security Agreement dated as of September 17, 2008 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement") granting the Agent a security interest in and lien on certain Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was dated as of September 17, 2008, and was recorded with the United States Patent and Trademark Office against the Trademark Collateral on September 24, 2008, at Reel 3859, Frame 0160; and

**WHEREAS**, the Company has satisfied all of the obligations under the Guaranty and Security Agreement and has requested that the Agent terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its security interest in and liens on the following Collateral of the Company (collectively, the "Trademark Collateral"):

a. all of Company's Trademarks and all IP Licenses providing for the grant by or to the Company of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;

b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of and symbolized by, each such Trademark; and

d. 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.

3. Reassignment. The Agent hereby reassigns, grants and conveys to Company, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date written below.

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: Janani Sharma  
Name: JANANI SHARMA  
Title: DULY AUTHORIZED SIGNATORY

Date: \_\_\_\_\_

SCHEDULE A

1. United States Trademarks

| Mark           | Ser. No. | App. Date | Reg. No. | Reg. Date | Class   |
|----------------|----------|-----------|----------|-----------|---------|
| BUDGET GOURMET | 74010978 | 12/14/89  | 1616892  | 10/09/90  | 29 & 30 |

2. Foreign Trademarks

| Mark               | Reg. No.  | Reg. Date  | Class   | Jurisdiction   |
|--------------------|-----------|------------|---------|----------------|
| BUDGET GOURMET     | TMA309560 | 12/20/1985 | N/A     | Canada         |
| THE BUDGET GOURMET | TMA463627 | 9/27/1996  | N/A     | Canada         |
| THE BUDGET GOURMET | 000177915 | 4/5/1999   | 29 & 30 | European Union |