

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
BMO Capital Markets Financing, Inc.		02/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Albertville Quality Foods, Inc.		
Street Address:	130 Quality Drive		
City:	Albertville		
State/Country:	ALABAMA		
Postal Code:	35950		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3219748	TOP CHICK	
Registration Number:	2728821	TOP CHICK	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5100		
Email:	mrussell@kslaw.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:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.195911		
NAME OF SUBMITTER:	Mark Russell		
Signature:	/Mark Russell/		

Date:

02/28/2012

Total Attachments: 4

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**TRADEMARK SECURITY AGREEMENT
NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE is dated as of February 28, 2012 and made by Albertville Quality Foods, Inc., a Tennessee corporation (the "Grantor"), and BMO Capital Markets Financing, Inc., a Delaware Corporation (the "Collateral Agent").

WITNESSETH

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of February 10, 2010, among Grantor and the Collateral Agent (the "Security Agreement in United States Trademarks"), Grantor granted a security interest in certain intellectual property to secure the payment of all amounts owing by the Grantor;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 2, 2010, at Reel 4158/Frame 0608;

WHEREAS, Grantor's Liabilities have been paid in full and all commitments have been terminated; and

WHEREAS, the Collateral Agent has terminated the Security Agreement and has agreed to terminate and release all of its security interests in the Trademarks (as defined below), which Grantor had previously granted to the Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this release, the Collateral Agent hereby terminates and releases its security interests in the Trademarks as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Release of Security Interests. The Collateral Agent hereby terminates and releases all of its security interests in the following:
 - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States Patent and Trademark Office or any State thereof or any foreign country, including those listed on Schedule A;
 - (b) all Trademark licenses;

- (b);
- (c) all extensions or renewals of any item described in clause (a) or
- (d) all of the goodwill of the business connected with the use of, and symbolized by, any Trademark described in clause (a) or (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

IN WITNESS WHEREOF, Collateral Agent has duly executed this Notice of Termination and Release as of the above date.

AGENT:
BMO Capital Markets Financing, Inc.

By: 
Title: James A. Jerz
Director

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

BORROWER:
Albertville Quality Foods, Inc.

By: _____

Title: _____

(b); (c) all extensions or renewals of any item described in clause (a) or

(d) all of the goodwill of the business connected with the use of, and symbolized by, any Trademark described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Further Assurances. The Collateral Agent hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

IN WITNESS WHEREOF, Collateral Agent has duly executed this Notice of Termination and Release as of the above date.

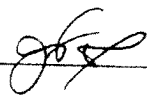
AGENT:
BMO Capital Markets Financing, Inc.

By: _____

Title: _____

IN WITNESS WHEREOF, Borrower has duly executed this Termination and Release as of the date first written above.

BORROWER:
Albertville Quality Foods, Inc.

By:  _____

Title: Vice President and Secretary

Schedule A

TRADEMARKS

Trademark	Serial Number (Application Date)	Registration Number (Registration Date)
TOP CHICK and Design	78/786,737 (01/06/2006)	3,219,748 (03/20/2007)
TOP CHICK	76/395,780 (04/10/2002)	2,728,821 (06/24/2003)