

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		06/29/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Dawn Foods, Inc.
Street Address:	3333 Sargent Road
City:	Jackson
State/Country:	MICHIGAN
Postal Code:	49201
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	1343038	A
Registration Number:	3955877	ADORE
Registration Number:	1910284	BANNER
Registration Number:	1671283	BAKERS' ADVANTAGE
Registration Number:	3649093	TRANS FAT 0 GRAMS TRANS FAT
Registration Number:	3759508	BUT-R-CREME
Registration Number:	3655873	CELEBRATION
Registration Number:	1973622	COUNTRY GOLD
Registration Number:	3296126	COUNTRYSIDE
Registration Number:	3296124	COUNTRYSIDE
Registration Number:	1353136	CRATER CONE
Registration Number:	1185034	DANSK
Registration Number:	1682162	DAWN
Registration Number:	1169499	DAWN

TRADEMARK

Registration Number:	0951309	DAWN
Registration Number:	1152589	DAWN
Registration Number:	0227939	DAWN
Registration Number:	3172908	DAWN CIRCLE OF EXCELLENCE PEOPLE · PRODUCTS · CUSTOMERS ·
Registration Number:	2549545	DAWN
Registration Number:	0822967	DAWN DONUTS
Registration Number:	3752706	DAWN FOODSERVICE
Registration Number:	2906075	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	2906011	DDA DAWN DISTRIBUTORS ADVANTAGE
Registration Number:	0226173	DAWN DONUT
Registration Number:	1807809	DIP QUIK
Registration Number:	0550586	DRYSET
Registration Number:	0807322	EVERY SUNRISE EVERYWHERE
Registration Number:	1186973	FREEZER TESTED
Registration Number:	1397031	FROSTEEN
Registration Number:	3224905	FRUTTA ROYAL
Registration Number:	1686584	FUDGE ROYALE
Registration Number:	2090310	GOLDEN CHOICE
Registration Number:	3747915	GOURMET PASTRY
Registration Number:	2117900	HYDRA-STAR
Registration Number:	3098517	ICE & PACK
Registration Number:	0858042	INVINCIBLE
Registration Number:	1313701	LORD BENCHLEY'S
Registration Number:	1338241	MAJESTIC
Registration Number:	1983353	MALLO-RICH
Registration Number:	3648698	MI PANADERIA
Registration Number:	1699284	MOIST & MORE
Registration Number:	1698462	NUTRA RICH
Registration Number:	1481772	O.J.
Registration Number:	1202235	ORIGINATOR
Registration Number:	3652495	PASTRY TIME
Registration Number:	0942071	POPPIN WHEAT
Registration Number:	1979134	POUCH PAK
Registration Number:	0974735	POUCH-PAK

Registration Number:	1965138	R&H
Registration Number:	2017595	R&H
Registration Number:	1395951	R&H
Registration Number:	1974546	RICHBEST
Registration Number:	1408783	RICHBLEND
Registration Number:	1700703	RICHCREME
Registration Number:	1397814	RICHMIX
Registration Number:	1975565	RIGHT CHOICE
Registration Number:	3729442	ROYAL GOURMET
Registration Number:	1238987	SOFT-N-RICH
Registration Number:	1943691	SPEEDY
Registration Number:	1952385	SPEEDY CREME
Registration Number:	1958362	SUPERBLEND
Registration Number:	1098272	"THERE'S A DIFFERENCE"
Registration Number:	3413098	WE KNOW. WE CARE. WE CAN HELP.
Registration Number:	2420491	WASCO
Registration Number:	2389181	WASCO
Registration Number:	0986556	YOLAY

CORRESPONDENCE DATA

Fax Number: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	059182-0042
NAME OF SUBMITTER:	Melissa Karp (059182-0042)
Signature:	/kc for mbk/
Date:	07/05/2012

Total Attachments: 7
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RELEASE OF SECURITY INTEREST - TRADEMARKS

THIS RELEASE OF SECURITY INTEREST - TRADEMARKS (the "Release") is made as of this 29th day of June, 2012, by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (in such capacity, "Secured Party") for the benefit of the Lenders (as defined below) pursuant to that certain Credit Agreement, dated as of June 29, 2011 (such agreement, as amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Credit Agreement"), by and among Dawn Foods, Inc. (the "Borrower"), the lenders party from time to time (the "Lenders"), and Secured Party.

WHEREAS, in connection with the Credit Agreement, the Borrower made that certain Grant of Trademark Security Interest, dated June 29, 2011 (the "Security Agreement"), in favor of Secured Party;

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on June 29, 2011 at Reel Frame No. 004571/0958;

WHEREAS, pursuant to the Security Agreement, the Borrower granted to Secured Party a continuing security interest in and to the following: (i) its right, title and interest in and to (including rights acquired pursuant to a license or otherwise) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, business names, fictitious business names, trade styles and or other source and/or business identifiers and applications pertaining thereto owned by Borrower and used in its business (including, without limitation, the trademarks listed on Exhibit A attached hereto) (collectively, the "Trademarks"), all registrations that have been issued or applied for thereon in the United States and any state thereof and in foreign countries, all common law and other rights in and to the Trademarks in the United States

and any state thereof and in foreign countries (including, without limitation, the registrations and applications listed on Exhibit A attached hereto), and all goodwill of such Borrower's business symbolized by the Trademarks and associated therewith) (collectively, the "Trademark Collateral") and (ii) all proceeds (as described in the Security Agreement), products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, and all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral.


NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Secured Party, in its capacity as Collateral Agent for the Lenders, hereby unconditionally and expressly releases and terminates its security interest under the Security Agreement in all of Secured Party's rights, title and interest in and to the Trademark Collateral, including, but not limited to, those registration and applications listed on Exhibit A attached hereto, and Secured Party hereby assigns to the Borrower any such right, title and interest it may have in the Trademark Collateral (if any) pursuant to the Credit Agreement, the Security Agreement or any other Loan Documents (as defined in the Credit Agreement). Secured Party further agrees to execute and deliver to the Borrower any and all further documents or instruments and do any and all further acts which the Borrower reasonably requests in order to confirm this Release. Secured Party hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Borrower, at the Borrower's sole cost and expense. This Release shall be binding upon the Secured Party's legal representatives, assigns and successors. For the avoidance of doubt, this Release shall not apply to any security interests granted to Wells Fargo Bank, National Association, as administrative

agent for certain lenders, pursuant to any new security documents dated on or after the date hereof, and applies only to the security interests in the trademark collateral granted to Secured Party in connection with the Credit Agreement, the Security Agreement and any other Loan Documents (as defined in the Credit Agreement).

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed
by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, in its capacity as Secured Party

By: 
Name: _____
Title: _____

Trademark Release

TRADEMARK
REEL: 004813 FRAME: 0509

EXHIBIT A

	Country	Trademark	Reg. Number	Reg. Date	Application Number	Application Date
1.	U.S.	A	1,343,038	06/18/1985	73/471,621	03/22/1984
2.	U.S.	ADORE	3,955,877	05/03/2011	78/728,133	10/06/2005
3.	U.S.	BANNER	1,910,284	08/08/1995	74/537,601	06/14/1994
4.	U.S.	BAKERS' ADVANTAGE	1,671,283	01/07/1992	74/150,760	03/25/1991
5.	U.S.	TRANS FAT 0 GRAMS TRANS FAT and Design	3,649,093	06/30/2009	78/791,207	01/13/2006
6.	U.S.	BUT-R-CREME	3,759,508	03/09/2010	77/566,700	09/10/2008
7.	U.S.	CELEBRATION	3,655,873	07/14/2009	77/977,287	08/14/2008
8.	U.S.	COUNTRY GOLD	1,973,622	05/14/1996	74/536,211	06/10/1994
9.	U.S.	COUNTRYSIDE	3,296,126	09/25/2007	76/666,304	09/18/2006
10	U.S.	COUNTRYSIDE Stylized	3,296,124	09/25/2007	76/666,217	09/18/2006
11	U.S.	CRATER CONE	1,353,136	08/06/1985	73/495,944	08/22/1984
12	U.S.	DANSK (Stylized)	1,185,034	01/05/1982	73/233,544	10/01/1979
13	U.S.	DAWN	1,682,162	04/07/1992	74/155,747	04/10/1991
14	U.S.	DAWN	1,169,499	09/15/1981	73/253,033	03/07/1980
15	U.S.	DAWN	951,309	01/23/1973	72/417,730	03/08/1972
16	U.S.	DAWN	1,152,589	04/28/1981	73/217,475	05/29/1979
17	U.S.	DAWN Stylized	227,939	05/17/1927	71/233,482	06/19/1926
18	U.S.	DAWN CIRCLE OF EXCELLENCE PEOPLE PRODUCTS CUSTOMERS and Design	3,172,908	11/21/2006	76/639,326	05/24/2005
19	U.S.	DAWN and Design	2,549,545	03/19/2002	76/149,495	10/18/2000
20	U.S.	DAWN DONUTS and Design	822,967	01/24/1967	72/178,594	10/09/1963
21	U.S.	DAWN FOODSERVICE and Design	3,752,706	02/23/2010	77/216,479	06/27/2007
22	U.S.	DDA DAWN DISTRIBUTIONS ADVANTAGE and Design	2,906,075	11/30/2004	76/563,755	12/08/2003
23	U.S.	DDA DAWN	2,906,011	11/30/2004	76/559,300	11/14/2003

		DISTRIBUTORS ADVANTAGE				
24	U.S.	DAWN DONUT	226,173	04/05/1927	71/233,481	06/19/1926
25	U.S.	DIP QUIK	1,807,809	11/30/1993	74/368,645	03/17/1993
26	U.S.	DRYSET	550,586	11/06/1951	71/581,241	06/29/1949
27	U.S.	EVERY SUNRISE EVERYWHERE Stylized	807,322	04/19/1966	72/178,596	10/09/1963
28	U.S.	FREEZER TESTED	1,186,973	01/19/1982	73/204,691	02/22/1979
29	U.S.	FROSTEEN	1,397,031	06/10/1986	73/550,669	07/29/1985
30	U.S.	FRUTTA ROYAL	3,224,905	04/03/2007	78/887,436	05/19/2006
31	U.S.	FUDGE ROYALE	1,686,584	05/12/1992	73/738,218	07/05/1988
32	U.S.	GOLDEN CHOICE	2,090,310	08/26/1997	74/532,964	06/03/1994
33	U.S.	GOURMET PASTRY	3,747,915	02/09/2010	77/554,984	08/25/2008
34	U.S.	HYDRA-STAR	2,117,900	12/02/1997	75/202,392	11/22/1996
35	U.S.	ICE & PACK	3,098,517	05/30/2006	76/542,484	09/04/2003
36	U.S.	INVINCIBLE	858,042	10/01/1968	72/290,930	02/13/1968
37	U.S.	LORD BENCHLEY'S	1,313,701	01/08/1985	73/430,454	06/16/1983
38	U.S.	MAJESTIC	1,338,241	05/28/1985	73/472,421	03/26/1984
39	U.S.	MALLO-RICH	1,983,353	07/02/1996	74/536,100	06/10/1994
40	U.S.	MI PANADERIA	3,648,698	06/30/2009	77/546,777	08/14/2008
41	U.S.	MOIST & MORE	1,699,284	07/07/1992	74/185,691	07/16/1991
42	U.S.	NUTRA RICH	1,698,462	06/30/1992	74/015,194	12/29/1989
43	U.S.	O.J.	1,481,772	03/22/1988	73/658,285	05/01/1987
44	U.S.	ORIGINATOR	1,202,235	07/20/1982	73/306,975	04/22/1981
45	U.S.	PASTRY TIME	3,652,495	07/07/2009	77/546,301	08/13/2008
46	U.S.	POPPIN WHEAT	942,071	08/29/1972	72/386,718	03/18/1971
47	U.S.	POUCH PAK	1,979,134	06/11/1996	74/482,364	01/25/1994
48	U.S.	POUCH-PAK	974,735	12/11/1973	72/420,248	04/03/1972
49	U.S.	R & H Stylized	1,965,138	04/02/1996	74/578,969	09/27/1994
50	U.S.	R & H	2,017,595	11/19/1996	75/025,736	11/30/1995
51	U.S.	R & H	1,395,951	06/03/1986	73/550,476	07/29/1985
52	U.S.	RICHBEST	1,974,546	05/21/1996	74/536,095	06/10/1994
53	U.S.	RICHBLEND	1,408,783	09/09/1986	73/550,475	07/29/1985
54	U.S.	RICHCREME	1,700,703	07/14/1992	74/098,846	09/19/1990
55	U.S.	RICHMIX	1,397,814	06/17/1986	73/452,719	11/14/1983
56	U.S.	RIGHT CHOICE	1,975,565	05/28/1996	74/318,177	09/28/1992
57	U.S.	ROYAL	3,729,442	12/22/2009	77/546,769	08/14/2008

		GOURMET				
58	U.S.	SOFT-N-RICH	1,238,987	05/17/1983	73/333,725	10/22/1981
59	U.S.	SPEEDY	1,943,691	12/26/1995	74/556,926	08/03/1994
60	U.S.	SPEEDY CRÈME	1,952,385	01/30/1996	74/536,098	06/10/1994
61	U.S.	SUPERBLEND	1,958,362	02/27/1996	74/536,094	06/10/1994
62	U.S.	"THERE'S A DIFFERENCE"	1,098,272	05/23/1977	73/127,614	05/23/1977
63	U.S.	WE KNOW. WE CARE. WE CAN HELP.	3,413,098	04/15/2008	78/812,419	02/10/2006
64	U.S.	WASCO	2,420,491	01/16/2001	75/564,542	10/05/1998
65	U.S.	WASCO and Design	2,389,181	09/26/2000	75/564,540	10/05/1998
66	U.S.	YOLAY	986,556	06/18/1974	72/457,091	05/10/1973