

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
BANK OF AMERICA, N.A.		04/05/2012	Bank - National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Allens, Inc.		
Street Address:	305 East Main Street		
City:	Siloam Springs		
State/Country:	ARKANSAS		
Postal Code:	72761		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0560051	CHILL-RIPE	
Registration Number:	3103231	CHILL-RIPE	
Registration Number:	1468571	GARDEN CLASSICS	
CORRESPONDENCE DATA			
Fax Number:	2126325528		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2126325500		
Email:	Trademarks@salans.com		
Correspondent Name:	Lora A. Moffatt		
Address Line 1:	c/o Salans, 620 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0008008.0002		
NAME OF SUBMITTER:	Lora A. Moffatt		

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Signature:	/lora a moffatt/
Date:	08/08/2012
Total Attachments: 10 source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page1.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page2.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page3.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page4.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page5.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page6.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page7.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page8.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page9.tif source=BONDUELLERelease of Security Interest in TMs (Fully Executed)#page10.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of this 5th day of April, 2012 and effective *nunc pro tunc* as of the 30th day of March, 2012 (the "Effective Date") and is granted by BANK OF AMERICA, N.A., as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of BONDUELLE USA INC., a Delaware corporation ("Bonduelle") and ALLENS, INC., an Arkansas corporation ("Grantor"). Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to the Third Amended and Restated Credit Agreement, dated as of July 29, 2011 (as further amended, modified, supplemented or extended from time to time, the "Credit Agreement"), by and among Grantor, the Lenders from time to time party thereto and the Administrative Agent (in such capacity thereunder); and

WHEREAS, reference is made to the Third Amended and Restated Security Agreement, dated as of September 22, 2010 (as further amended, modified, supplemented or extended from time to time, the "Security Agreement"), by Grantor and each Subsidiary of Grantor from time to time party thereto in favor of the Administrative Agent (in such capacity thereunder), pursuant to which Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, certain Liens in, on and with respect to the Assets (as such term is defined in the UCC financing amendment prepared to be filed with the Secretary of State of the State of Arkansas naming Grantor, as debtor, a copy of which is attached hereto as Schedule A; hereinafter, the "Released Assets"); and

WHEREAS, those trademarks set forth on Schedule B hereto (the "Pledged Trademarks") are included in the Released Assets; and

WHEREAS, a Lien in favor of the Administrative Agent, for the benefit of the Secured Parties, in, on and with respect to certain trademarks of Grantor (including, without limitation, the Pledged Trademarks) was recorded with the United States Patent and Trademark Office ("USPTO") on September 23, 2010 at Reel/Frame 4288/0607 (such Lien, the "USPTO Security Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, Grantor and Bonduelle, intending to be legally bound, hereby agree as follows:

1. Release of Security Interest. Effective as of the Effective Date, the Administrative Agent, on its own behalf and on behalf of its successors, legal representatives and assigns, hereby releases and discharges fully the USPTO Security Interest, as well as any Lien held by the Administrative Agent (for the benefit of the Secured Parties or otherwise) in, on or

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with respect to (i) any and all goodwill symbolized by any of the Pledged Trademarks, (ii) any and all applications and registrations with respect to the Pledged Trademarks, and (iii) any and all other right, title and interest in and to the Pledged Trademarks conveyed or pledged under the Security Agreement and/or any other agreement arising from the Security Agreement, and the Administrative Agent hereby reassigns any and all such right, title and interest that it may have in the Pledged Trademarks (if any) to Grantor.

2. Further Assurances. The Administrative Agent agrees to take, at the cost and expense of Bonduelle, such further actions reasonably deemed necessary by Bonduelle or Grantor to effect the release of all Liens in, on and with respect to the Pledged Trademarks in favor of the Administrative Agent for the benefit of the Secured Parties, including the filing of any additional terminations or releases (but only after satisfactory review of such terminations or releases by the Administrative Agent).

3. Severability. If any provision of this Release, or any part of any provision, is hereafter construed or adjudicated to be invalid or unenforceable, the same shall not affect the remainder of the covenants or rights or remedies which shall be given full effect without regard to the invalid portions. If any of the covenants set forth herein is held to be invalid or unenforceable because of the duration of such provision or otherwise, the parties hereto agree that the court making such determination shall have the power to reduce the duration of such provision or otherwise modify such provision and said provision in its reduced or otherwise modified form shall then be enforceable.

4. Relation Back to Lien Release Letter. By execution of this Release, the parties hereto acknowledge and agree that this Release shall be deemed to be a United States Patent and Trademark Release set forth on Schedule III of that certain Lien Release Letter dated March 30, 2012 by and among Bonduelle, Grantor and the Administrative Agent.

5. Counterparts. This Release may be executed in counterparts, each of which shall constitute an original and both of which, when taken together, shall constitute one and the same agreement. This Release may be executed and delivered via telecopier machine or other form of electronic delivery by any of the parties hereto, which shall be deemed for all purposes as an original.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective *nunc pro tunc* as of the Effective Date.


ALLENS, INC., Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name:
Title:

BONDUELLE USA INC.

By: 
Name: Daniel Comarati
Title: V.P. & CFO


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IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective *nunc pro tunc* as of the Effective Date.

ALLENS, INC., Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as
Administrative Agent


By:  _____
Name: Linda Lov
Title: AVP

BONDUELLE USA INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused the execution and delivery of, this Release as of the date first above written and to be effective *nunc pro tunc* as of the Effective Date.

ALLENS, INC., Grantor

By: 
Name: RODRICK J. ALLEN
Title: CEO

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name:
Title:

BONDUELLE USA INC.

By: _____
Name:
Title:

SCHEDULE A

UCC FINANCING AMENDMENT

(see attached)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**BONDUELLE USA INC.
C/O SALANS LLP
ROCKEFELLER CENTER
620 FIFTH AVENUE
NEW YORK, NY 10020
ATTN: ANTHONY J. CARROLL**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **7129072249**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORD.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions regarding changing the name and address of a party. **DELETE name:** Give record name as it is listed in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR **ALLENS, INC.**

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

305 EAST MAIN STREET SILOAM SPRINGS AR 72761 USA

7d. SEE INSTRUCTIONS 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

ORGANIZATION DEBTOR CORPORATION ARKANSAS AR 10001350 NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Those of Debtor's "Assets" (as such term is more specifically defined upon Exhibit A attached hereto) related to the sourcing, processing, packing, repacking, selling and distributing of frozen vegetables through facilities located in (i) Fairwater, Wisconsin, (ii) Bergen, New York, (iii) Brockport, New York, and (iv) Oakfield, New York (the operations at such facilities, the "Business").

In furtherance and extension and, as necessary, in limitation of the specific provisions set forth in this amendment, the "Assets" do not comprise or concern (a) those of Debtor's assets related to (i) its canned vegetable product operations and/or (ii) the sourcing, processing, packing, repacking, selling and distributing of frozen vegetables through its facilities located in Montezuma, Georgia and/or (b) all other assets of Debtor wherever located and relating to any business or operations of Debtor other than the "Business" (collectively, the "Retained Operations").

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR **BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT**

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

TO BE FILED WITH THE ARKANSAS SECRETARY OF STATE

EXHIBIT A TO UCC-3 FINANCING STATEMENT AMENDMENT

Initial Financing Statement File # 7129072249

Reference is made to that certain Asset Purchase Agreement, dated as of March 8, 2012 (the "Agreement"), by and among Debtor, Bonduelle USA Inc. ("Buyer") and, for the limited purposes expressly set forth in the Agreement, Bonduelle Canada Inc. Capitalized terms used but not defined in this UCC-3 Financing Statement Amendment shall have the meanings assigned to such terms in the Agreement.

"Assets" means the following assets and properties of Debtor (but in any case where the description is generic, rather than specific, only to the extent of use or application in connection with the Business):

(a) Inventory. All finished product, work in process (i.e., bulk frozen vegetables), ingredients and raw materials, parts, totes (to the extent used as containers for the sale of bulk inventory) seed, labels, poly, shipping containers and related packaging supplies of the Business (including any and all of the foregoing stored or housed in third party facilities) (the "Inventory"), but excluding any Damaged or Obsolete Inventory that is rejected by Buyer in accordance with applicable provisions of the Agreement and excluding, for the avoidance of doubt, any inventory related to the Retained Operations.

(b) Equipment. All tangible personal property owned by Debtor located at the Facilities as of the Closing Date or otherwise used in the Business, and including, without limitation, all furniture, fixtures, furnishings, machinery, equipment, computers, computer equipment and hardware, office equipment, trucks, tractors, vehicles and other transportation equipment, spare parts, pallets, totes (to the extent not included in Inventory (as defined above)) and other items of equipment of any nature whatsoever (collectively, the "Equipment").

(c) Owned Real Property. The land and other real property, and all buildings, structures, appurtenances and improvements situated thereon, and all easements, privileges or other rights benefiting or used in connection with such real property, owned by Debtor and used in connection with the Business at the Facilities (the "Owned Real Property").

(d) Leased Real Property. All of Debtor's rights and obligations with respect to any leases, subleases, amendments, extensions, renewals, and guarantees of real property with respect to which Debtor is the lessee and which is used in connection with the Business (the "Real Property Leases").

(e) Contract Rights. All of Debtor's rights and obligations under any contract, arrangement, agreement or understanding (whether oral or written) with respect to the provision of any goods or services by or for the benefit of the Business (the "Assumed Contracts"), including, without limitation, operating leases of equipment (but not capitalized leases of equipment) and any open purchase orders and any related goods in transit for the purchase of Inventory items to which Debtor is committed for the Business and any open, unaccepted purchase orders from customers, solely to the extent used by or applicable to the Business.

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(f) **Owned Intellectual Property.** All of the following owned, used or held for use by Debtor exclusively in connection with the Business, each existing in any jurisdiction worldwide: (i) trademarks, service marks, trade dress, product names, logos and trade names and all goodwill associated therewith, along with all registrations thereof and registration applications therefor (the "Owned Trademarks"); (ii) product formulae and product processes, information, ideas, methods, procedures, algorithms, technical data, specifications, inventions, creations, improvements, trade secrets and confidential information (including research and development information), know-how and manufacturing; (iii) works of authorship, drawings, designs, patterns, plans and copyrightable works; (iv) applications and registrations for the foregoing and renewals or extensions thereof; (v) all tangible embodiments of each of the foregoing (in whatever form and media); and (vi) all claims and causes of action relating to any of the foregoing, and including claims and causes of action for past, present or future infringement or misappropriation (collectively, the "Owned Intellectual Property").

(g) **Licensed Intellectual Property.** All of Debtor's rights and obligations under any license, sublicense or franchise for intellectual property owned by a third party with respect to which Debtor is the licensee, sublicensee or franchisee and which is used or held for use exclusively in connection with the Business and all other consents, co-existence agreements, indemnifications, forbearances to sue, settlement agreements, compulsory license, shop-right or cross-licensing arrangements, as well as and any license, sublicense or other agreement pursuant to which Debtor is a party relating to the Owned Intellectual Property (the "Third Party IP Licenses"), other than any license implied by the sale of a product and licenses for generally available off-the-shelf software.

(h) **Books and Records.** All customer and supplier lists and records, cost and pricing information, price lists, databases, email records, mailing lists, marketing, sales, supply and promotional materials and records (including digital artwork), manuals, training materials, data and similar items, and all books, records and files and computer software (but only such computer software to the extent the same was purchased along with a particular computer and which computer constitutes Equipment) to the extent associated with the Business, correspondence, memoranda and other available documents or papers and other evidence thereof to the extent relating to the Business (collectively, the "Books and Records").

(i) **Permits.** All Permits owned or held by Debtor that relate exclusively to the Business, and all rights related thereto, other than such Permits as are not assignable pursuant to their express terms or applicable Law.

(j) **Telephone Numbers.** All telephone numbers owned or leased by Debtor which are associated with the Business and the Facilities.

(k) **Goodwill.** All goodwill and other intangible assets solely to the extent associated with the Business, including the exclusive right of Buyer to represent itself as carrying out the Business in succession of Debtor.

* * *

SCHEDULE B

TRADEMARKS

Trademark	Registration Nos.	Registration Date	Description
CHILL-RIPE	0560,051	June 17, 1952	IC 029, US 046. Frozen seedless purees of fruits and berries, whole fruits and berries, and sliced, diced and halved fruit.
CHILL-RIPE	3,103,231	June 13, 2006	IC 029, US 046. Processed fruits, processed vegetables, mozzarella sticks, veggie fruits, frozen vegetables. IC 030, US 046, G & S: French toast sticks, pasta, and hush puppies.
GARDEN CLASSICS	1,468,571	December 8, 1987	IC 031, US 046. Frozen vegetables.

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