

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
Banc of America Leasing & Capital, LLC, the successor-in-interest to Fleet Business Credit Corporation		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bradshaw International, Inc.
Street Address:	9409 Buffalo Avenue
City:	Rancho Cucamonga
State/Country:	CALIFORNIA
Postal Code:	91730
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	0920633	FAIRGROVE
Registration Number:	1555478	FAIRGROVE
Registration Number:	1604386	GOOD COOK
Registration Number:	1627184	EUROFLEX
Registration Number:	1767212	GOODCOOK ULTRA SERIES
Registration Number:	1767215	GOOD COOK
Registration Number:	1774958	GOOD COOK QUALITY BY DESIGN
Registration Number:	1847994	FAIRGROVE
Registration Number:	1983228	BRIGHT BUYS
Registration Number:	0965485	BONNY
Registration Number:	2094958	OVEN FRESH PREMIUM GOOD COOK BAKEWARE
Registration Number:	2189233	AIR PERFECT
Registration Number:	2605507	GOOD COOK THE ART OF GOOD COOKING

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Registration Number:	2534158	SMART SCOOP
Registration Number:	0594358	SPATTER PRUFE
Registration Number:	1909085	AMERICAN PIE
Registration Number:	1212991	BAKER'S HELPER BY BONNY
Registration Number:	1976111	BONNY
Registration Number:	1952999	
Registration Number:	2581780	EZ V A C
Registration Number:	1427224	U.R. GOODCOOK
Serial Number:	75627933	EASY SEAL
Serial Number:	76033499	GOOD COOK THE ART OF GOOD COOKING
Serial Number:	76226466	SMART SCOOP
Serial Number:	75406655	WOOD ACCENTS COLLECTION
Serial Number:	75405263	SOFT GRIPS
Serial Number:	76254055	EZ V A C
Serial Number:	73558817	U.R. GOODCOOK

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8307

Email: latiffany.brown@kattenlaw.com

Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-571
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	12/28/2012

Total Attachments: 4

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RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This **RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST** (this "**Release**"), dated as of December 28, 2012 is made in favor of Bradshaw International, Inc., a Delaware corporation ("**Grantor**"), by Banc of America Leasing & Capital, LLC, a Delaware limited liability company ("**Grantee**"), the successor-in-interest to Fleet Business Credit Corporation, a Delaware corporation (formerly known as Sanwa Business Credit Corporation) ("**Secured Party**"). The capitalized terms not otherwise defined in this Release shall have the meaning set forth in the Security Agreement, the First Amended Security Agreement, and the Second Amended Security Agreement (each defined below).

WHEREAS, Grantor and Secured Party entered into a Loan and Security Agreement dated January 14, 1998 (the "**Loan Agreement**") and a Trademark and Patent Security Agreement dated January 14, 1998 (the "**Security Agreement**"), and the Security Agreement was recorded in the records of the United States Patent and Trademark Office on January 22, 1998 at Trademark Reel 1676 / Frame 0314;

WHEREAS, pursuant to the terms of the Security Agreement, Grantor granted to Secured Party a security interest in and lien upon all of Grantor's general intangibles, including without limitation, all patents and trademarks;

WHEREAS, Grantor and Secured Party entered into a First Amendment to Trademark and Patent Security Agreement dated August 31, 1999 (the "**First Amended Security Agreement**"), and the First Amended Security Agreement was recorded in the records of the United States Patent and Trademark Office on September 07, 1999, at Trademark Reel 1955 / Frame 0269;

WHEREAS, pursuant to the terms of the Amended Security Agreement, the security interest granted by Grantor to Secured Party was amended to include additional trademarks, trademark registrations, and trademark applications;

WHEREAS, Grantor and Secured Party entered into a Second Amendment to Trademark and Patent Security Agreement dated June 6, 2001 (the "**Second Amended Security Agreement**"), and the Second Amended Security Agreement was recorded in the records of the United States Patent and Trademark Office on July 18, 2001, at Trademark Reel 2336 / Frame 0421;

WHEREAS, pursuant to the terms of the Second Amended Security Agreement, the security interest granted by Grantor to Secured Party was amended to include additional trademarks, trademark registrations, and trademark applications;

WHEREAS, Grantor has requested that Grantee deliver this Release; and

WHEREAS, Grantee has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantee hereby terminates and releases its security interest in all of Grantor's right, title and interest in, to and under the following:

(1) each patent and trademark owned by Grantor, including, without limitation, the trademarks those listed in **Schedule 1** annexed hereto and any other trademarks specifically listed in the Security Agreement, the First Amended Security Agreement, and the Second Amended Security Agreement, and all goodwill associated therewith; and

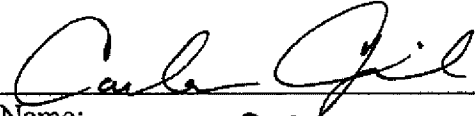
(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of the foregoing or dilution of any trademark owned by Grantor.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to Grantee in, to or under any collateral other than the patents and trademarks as defined in the Security Agreement, the First Amended Security Agreement, and the Second Amended Security Agreement.

[Signature page follows]

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

Banc of America Leasing & Capital, LLC,
successor-in-interest to Fleet Business Credit
Corporation

By: 
Name: **Carlos Gil**
Title: **Senior Vice President**

Schedule 1

Trademark Registrations and Applications for Registration

TRADEMARK	REGISTRATION NUMBER/ APPLICATION NUMBER	REGISTRATION DATE/FILING DATE
FAIRGROVE	0920633	09/21/71
FAIRGROVE	1555478	09/12/89
GOOD COOK	1604386	07/03/90
EUROFLEX	1627184	12/11/90
GOODCOOK ULTRA SERIES	1767212	04/27/93
GOOD COOK	1767215	04/27/93
GOOD COOK QUALITY BY DESIGN	1774958	06/08/93
FAIRGROVE	1847994	08/02/94
BRIGHT BUYS	1983228	06/23/93
BONNY	0965485	08/07/73
OVEN FRESH PREMIUM GOOD COOK BAKEWARE	2094958	09/09/97
AIR PERFECT	2189233	09/15/98
EASY SEAL	75/627933	01/11/99
GOOD COOK, THE ART OF GOOD COOKING	2605507 76/033499	08/06/02 04/25/00
SMART SCOOP	2534158 76/226466	01/29/02 03/16/01
SPATTER PRUFE	0594358	08/24/54
AMERICAN PIE (& DESIGN)	1909085	08/01/95
BAKER'S HELPER BY BONNY (& DESIGN)	1212991	10/19/82
BONNY	1976111	05/28/96
CHEFS HEAD (& DESIGN)	1952999	01/30/96
WOOD ACCENTS COLLECTION	75/406655	12/17/97
SOFT GRIPS	75/405263	12/15/97
E Z VAC	2581780 76/254055	6/18/02 5/9/01
U.R. GOODCOOK	1427224 73/558817	9/18/85 9/18/85