

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association	FORMERLY Webster Bank	01/29/2007	Federal Savings Bank:

RECEIVING PARTY DATA

Name:	The Yofarm Company
Street Address:	162 Spring Street
City:	Naugatuck
State/Country:	CONNECTICUT
Postal Code:	06770
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1501492	YOFARM
Registration Number:	1527195	JELLY CUP
Registration Number:	1660980	YOCRUNCH
Registration Number:	1923003	YOCHOLAT
Registration Number:	1977538	YO-SPLIT
Registration Number:	2600342	YOFARM
Registration Number:	2600343	YOFARM
Registration Number:	2606854	YOFARM
Registration Number:	3042133	YOSMOOTH

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836339

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Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

45140.00178

NAME OF SUBMITTER:

Claudia R Immerzeel

Signature:

/Claudia R Immerzeel/

Date:

01/30/2007

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property (“**Release**”) is dated as of January 24, 2007. Reference is hereby made to (a) the Trademark Collateral Security and Pledge Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**First Grant**”), dated as of November 18, 2002 between The Yofarm Company (the “**Assignor**”) and Webster Bank, which subsequently changed its name to Webster Bank, National Association (collectively, the “**Assignee**”), which was recorded with the United States Patent and Trademark Office on November 21, 2002 (Reel 2620 / Frame 0187) and (b) the Amended and Restated Trademark Collateral Security and Pledge Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Second Grant**”), dated as of March 30, 2006 between Assignor and Assignee, which was recorded with the United States Patent and Trademark Office on April 18, 2006 (Reel 3292 / Frame 0001).

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interests granted by Assignor in the collateral set forth in the First Grant and Second Grant (collectively, the “**Intellectual Property Collateral**”) including, without limitation, in the intellectual property listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the First Grant and Second Grant in the Intellectual Property Collateral.

Assignee hereby releases all of its liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, “**Encumbrances**”) against Assignor created under the First Grant and Second Grant.

Assignee hereby agrees, at the Assignor’s sole cost and expense, to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Intellectual Property Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to Assignor’s prior payment in full to Assignee of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee shall not be required to take any action which Assignee reasonably determines could expose Assignee to liability or which is contrary to applicable law.

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IN WITNESS WHEREOF, Assignee has caused this Release of Security Interest in Intellectual Property to be duly executed and delivered by its duly authorized officer as of the date first above written.

**WEBSTER BANK, NATIONAL
ASSOCIATION (formerly known as WEBSTER
BANK)**

By: 

Name: Stephen J. Corcoran

Its: Duly Authorized Signatory

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**UNITED STATES
REGISTERED TRADEMARKS**

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
United States	YOFARM	1,501,492	8/23/1988
United States	JELLY CUP and design	1,527,195	2/28/1989
United States	YOCRUNCH	1,660,980	10/15/1991
United States	YOHOLAT (which was subject to First Grant only)	1,923,003	9/26/1995
United States	YO-SPLIT (which was subject to First Grant only)	1,977,538	6/4/1996
United States	YOFARM and banner design	2,600,342	7/30/2002
United States	YOFARM and country house design	2,600,343	7/30/2002
United States	YOFARM and country house with strawberry design	2,606,854	8/13/2002
United States	YOSMOOTH	3,042,133	1/10/2006

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