

08-14-2001

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

8-7-01



101810483

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

RSM Foods, LLC  
2-7-01

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Partial Release
- Merger
- Change of Name

Execution Date: 7/27/01

2. Name and address of receiving party(ies):

Name: Credit Agricole Indosuez,  
Internal Address: as Collateral Agent  
Street Address: 1211 Ave. of the Amer.  
City: New York State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark registration No.(s)

See Schedule A attached

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_  
Inter: Return To 33795  
National Corporate Research, LTD.  
225 W. 34th St., Suite 910  
New York, N.Y. 10122  
Stre: (800) 221-0102 (212) 947-7200  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

19

7. Total fee (37 CFR 3.41): \_\_\_\_\_ s 490

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MAUREEN MURPHY Maureen P. Murphy 8/2/01  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: \_\_\_\_\_

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Mail documents to be recorded with required cover sheet information to:

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01 FC:481  
02 FC:482

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REEL: 002345 FRAME: 0904

Schedule A

MARK	U.S. PATENT AND TRADE-MARK OFFICE APPLICATION/REGISTRATION NO.	GOODS/SERVICES
1911 	Registration No. 1,030,941	Class 29: Mayonnaise, salad dressing, and cooking oil
1911 	Registration No. 1,070,478	<p>Class 1: Monosodium glutamate anti-oxidant for preventing discoloration of sliced fruits and vegetables</p> <p>Class 3: Laundry detergents; machine dishwashing detergents; hand dishwashing detergents; heavy duty fryer and griddle cleaner; rinse aid to be added to dishwashing detergent to prevent spotting</p> <p>Class 22: Plastic bags for use as trash can liners</p> <p>Class 25: Chef's hats</p> <p>Class 29: Cottonseed oil for food purposes; vegetable oil for food frying purposes</p> <p>Class 30: Gelatin dessert powders; pancake and waffle syrup; and vinegar</p>
1911 	Registration No. 2,167,432	<p>Class 8: Plastic tableware, namely, knives, forks and spoons</p> <p>Class 20: Plastic drinking straws</p>
1911	Application No. 76/251,223	Class 29: Shortening; margarine; vegetable oil; salad oil; corn oil; peanut oil; butter flavored oils; and pan and grill oils
1911	Application No. 76/239,790	Class 30: Barbecue sauce; pancake syrup; salad dressings; and mayonnaise
AMBASSADOR	Application No. 76/239,785	Class 29: Soup bases and shortening
AMBASSADOR	Application No. 76/239,787	Class 30: Mayonnaise; salad dressings; barbecue sauce; pancake syrup; and extracts used as flavoring

MARK	U.S. PATENT AND TRADE-MARK OFFICE APPLICATION/REGISTRATION NO.	GOODS/SERVICES
CZARINA	Registration No. 741,004	Class 29: Salad dressing
FLAV-R-CHURN	Registration No. 1,576,620	Class 29: Edible oil butter substitute
GOLDEN REY	Registration No. 667,835	Classes 1, 29, 30 & 32: Vegetable shortening; grated cheese; marshmallows; potato chips; salad dressing; vinegar; fruit sundae topping; canned fruits; dried fruits; canned fruit pie filling; mince meat; canned vegetables; flavored gelatin; prepared puddings; fruit jellies; apple butter; canned fruit juices; canned meat products—namely, corned beef hash, beef stew, Vienna sausage, luncheon meat; beef tamales; chili con carne; canned prepared rice; prepared horse radish; pickles; pickle relish; olives; antioxidant preparation for preserving foods, sauce for meats; dry soup base; table syrup; molasses; tomato sauce; tomato catsup
GOLDEN REY	Registration No. 197,958	Classes 29 & 30: Canned peaches, pears, plums, cherries; canned spinach, tomatoes, corn and peas; {canned soup,} mincemeat, {olive oil, tea, coffee, mustard, cinnamon, allspice,} dried {apples,} apricots, {and peaches; peach and pear preserves;} apple, raspberry, and strawberry jellies; {apple, raspberry, and strawberry jams; chocolate, cocoa, wheat flour, hominy, corn grits, rice, oatmeal, macaroni, spaghetti, [sic] butter, lard, eggs, sugar; American, American full-cream, and Swiss-style cheese; vanilla and lemon extracts for food purposes;} candy, molasses, {corn syrup for food purposes, cakes, crackers,} chili sauce, salad dressing
LA REQUESTA	Application No. 76/239,788	Class 30: Salsa and picante sauce

MARK	U.S. PATENT AND TRADE-MARK OFFICE APPLICATION/REGISTRATION NO.	GOODS/SERVICES
MAXIM	Registration No. 1,269,923	Class 22: Can liners made of plastic Class 29: Mayonnaise; cooking oil
NATURE'S BEGINNINGS	Registration No. 1,813,085	Class 29: Soup bases
SIGNATURE HARVEST	Application No. 76/239,784	Class 30: Salad dressings; mayonnaise; hot sauce; pizza sauce; cheese sauce; spaghetti sauce; steak sauce; and dry sauce mixes
TRAIL BLAZER	Application No. 76/239,783	Class 30: Barbecue sauce
TRAIL BOSS	Registration No. 1,135,854	Class 30: Barbecue sauce
WHITE RIVER	Application No. 76/239,786	Class 29: Shortening; vegetable oil; salad oil; corn oil; peanut oil; butter flavored oils; and pan and grill oils
WHITE RIVER	Application No. 76/239,793	Class 30: Barbecue sauce; salad dressings; and mayonnaise
WHITE RIVER CANNING CO.	<u>Indiana State Registration No. 50098917</u>	Indiana State Class 46: Foods and ingredients of foods; canning and preparation of foods

## PARTIAL RELEASE OF INTELLECTUAL PROPERTY

Partial Release of Intellectual Property (the "**Release**"), dated as of July 27, 2001, made by Credit Agricole Indosuez, as collateral agent ("**Collateral Agent**"), in favor of RSM Foods, LLC, as pledgor ("**Pledgor**").

### R E C I T A L S :

A. Pledgor and Collateral Agent entered into a certain security agreement, dated as of August 28, 1998, recorded on September 1, 1998 in the Trademarks Division of the United States Patent and Trademark Office at Reel 1817, Frame 0187, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Pledgor granted to Collateral Agent a lien on and security interest in certain intellectual property owned by Pledgor.

B. In accordance with the terms of the Security Agreement, Pledgor has requested and Collateral Agent has agreed to release its lien on certain intellectual property pledged pursuant to the Security Agreement.

### A G R E E M E N T :

In consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Collateral Agent hereby unconditionally releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it in the Released Intellectual Property Collateral (as defined below) for the benefit of the Secured Parties (as defined in the Security Agreement) by Pledgor pursuant to the Security Agreement. The "**Released Intellectual Property Collateral**" means the trademarks (including service marks), logos, federal and state trademark registrations and applications made by such Pledgor, and used in connection with Pledgor's manufacture and/or distribution of mayonnaise, salad dressings, extracts or sauces (the "**Pledgor's Products**"), common law trademarks and trade names owned by or assigned to such Pledgor, and, in each case, used in connection with the Pledgor's Products, and all registrations and applications for the foregoing, including, without limitation, the registrations and applications listed in Schedule A hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof. All liens, security interests, charges or other encumbrances in favor of Collateral Agent for the benefit of the Secured Parties in the Released Intellectual Property

Collateral hereby terminate and revert to Pledgor and all right, title and interest of Collateral Agent in the Released Intellectual Property Collateral hereby ceases, terminates and becomes void.

Collateral Agent hereby agrees to execute and deliver or cause to be executed and delivered such additional instruments as Pledgor may reasonably request for the purpose of effecting in full the release and termination of rights represented hereby.

All liens, security interests, charges or other encumbrances in favor of Collateral Agent in any intellectual property (other than the Released Intellectual Property Collateral) shall remain in full force and effect.

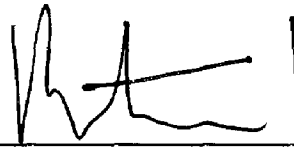
This instrument shall fully and finally release all liens, security interests, charges or other encumbrances affecting the Released Intellectual Property Collateral.

The Collateral Agent represents and warrants to Pledgor that the Collateral Agent has full power to execute this Release, and that this Release is a legal, valid and binding release and termination of rights by Collateral Agent enforceable in accordance with its terms.

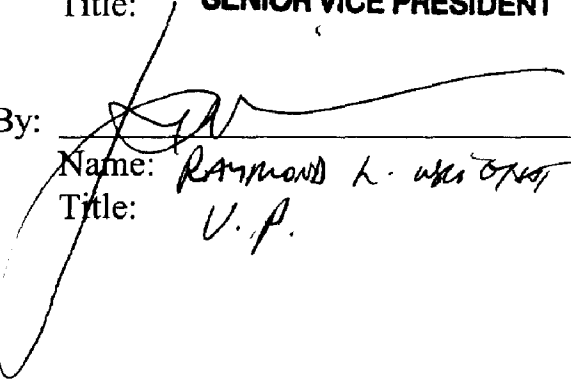
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, this Release has been executed as of the date first written above.

Credit Agricole Indosuez, as Collateral Agent

By: 

Name: **PIERRE ESTVALS**  
Title: **SENIOR VICE PRESIDENT**

By: 

Name: *RAYMOND L. WHITE*  
Title: *V.P.*