

FORM PTO-1594 (Rev. 6-93) OMD No 0651-0011 (exp. 4/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Lyon Credit Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State - Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Wilton Foods, Inc.
Internal Address:
Street Address: 2210 W. Oaklawn Dr, AR058124
City: Springdale State: AR ZIP: 72762
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Delaware
Other

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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
[X] Other Release of Security Interest
Execution Date: June 28, 1999

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,239,600 1,283,865
1,278,218 1,286,215
1,239,601
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Fasa Hicks
Internal Address:
Street Address: 2210 W. Oaklawn Dr, AR058124
City: Springdale State: AR ZIP: 72762

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 120.00
Enclosed
[X] Authorized to be charged to deposit account

8. Deposit account number: 502227
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Jenna R. Johnston Signature Date 11/25/03

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignment TRADEMARK Washington, D.C. 20231

CH \$140.00 502227 1239600


LYON CREDIT CORPORATION
A Subsidiary of Credit Lyonnais

June 28, 1999

 Wilton Foods, Inc.
 Martin H. Hoffman
 6 1/2 Station Road
 Goshen, New York 10924

 Re: Loan and Security Agreement
dated as of July 25, 1997

Gentlemen:

Reference is made to (i) the Loan and Security Agreement dated as of July 25, 1997 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") between Wilton Foods, Inc. (the "Borrower") and Lyon Credit Corporation (the "Lender"); (ii) the Revolving Credit Note in the original principal amount of \$3,000,000 dated July 25, 1997 by the Borrower in favor of the Lender (as amended, supplemented or otherwise modified as of the date hereof, the "Revolving Credit Note"); (iii) Term Note A dated July 25, 1997 in the original principal amount of \$540,000 by the Borrower in favor of the Lender (as amended, supplemented or otherwise modified as of the date hereof, "Term Note A"); (iv) Term Note B dated July 25, 1997 in the original principal amount of \$250,000 by the Borrower in favor of the Lender (as amended, supplemented or otherwise modified as of the date hereof, "Term Note B"; and (v) the Capital Expenditure Note dated July 25, 1997 in the original principal amount of \$1,250,000 by the Borrower in favor of the Lender (as amended, supplemented or otherwise modified as of the date hereof, the "Cap-Ex Note," and together with the Term Note A and Term Note B, the "Other Notes"). Reference is also made to (i) the Guaranty of Martin H. Hoffman ("Hoffman") dated as of July 25, 1997 in favor of the Lender guarantying the Borrower's obligations to the Lender under the Loan Agreement (the "Hoffman Guaranty"), (ii) the Guaranty of Mack Bros., Ltd. dated as of July 25, 1997 in favor of the Lender (together with the Hoffman Guaranty, the "Guaranties") and (iii) the Amended and Restated Guarantor Security Agreement dated as of July 25, 1997 made by Hoffman in favor of the Lender (the "Security Agreement"). (The Loan Agreement, the Revolving Credit Note, the Other Notes, the Guaranties, the Security Agreement, and the other documents, instruments and agreements executed in connection therewith,

 SOUNDVIEW PLAZA, 1265 EAST MAIN STREET, STAMFORD CT 06902
 Tel. (203) 328-9300 Fax (203) 328-9339

TRADEMARK

REEL: 002754 FRAME: 0530

Wilton Foods, Inc., et al.
Page 2

including, without limitation, the documents and agreements set forth on Exhibit 1 hereto, are hereinafter referred to collectively as the "Loan Documents".)

The term "Total Outstanding Balance," as used herein, shall mean the aggregate sum necessary to pay and satisfy in full not later than 2:00 P.M. New York time on June 28, 1999, the outstanding principal balance due and owing under the Loan Agreement, plus all unpaid fees and expenses in connection therewith, calculated as follows:

	<u>Principal Balance</u>	<u>Accrued and Unpaid Interest through June 28, 1999</u>	<u>Outstanding Balance</u>
Revolving Credit Note	\$1,920,573.53	\$16,355.67	\$1,936,929.20
Other Notes	\$792,000	\$5,499.68	\$797,499.68
Anniversary Fee			\$250,000
Prepayment Fee			\$100,800
Facility Fee			\$3,000
Legal Fees and other Fees and Expenses			\$25,400.00
		Total Outstanding Balance	\$3,113,628.88

Concurrently herewith you have paid or caused to be paid to us the Total Outstanding Balance in immediately available funds, by wire transfer to our account at Fleet Bank, Account No. 007030-0226, ABA No. 011500010, Providence, Rhode Island, Reference: Wilton Foods, Inc.

We represent and warrant that (i) we are the legal and beneficial holder of the Loan Documents and the liens purported to be granted to us thereunder, (ii) the Loan Documents have not previously been sold, assigned, pledged, hypothecated or otherwise transferred by us to any other party or parties and (iii) the outstanding principal amounts of the Revolving Credit Note and the Other Notes as of June 28, 1999, are as set forth above. Effective upon our receipt of a fully executed counterpart of this letter agreement and our receipt of the Total Outstanding Balance, and except as set forth herein: (i) we reassign to you, without representation or warranty by or recourse to us, and unconditionally terminate and release, our liens on and security interests (of any nature whatsoever) in all of the accounts receivable, inventory, equipment, and other assets previously granted and assigned by you to us; (ii) the Loan Agreement, the Revolving Credit Note, the Other Notes, the

LYON CREDIT CORPORATION

TRADEMARK

Wilton Foods, Inc., et al.
Page 3

Guaranties, the Security Agreement (to the extent it secures the Hoffman Guaranty of the Borrower's obligations under the Loan Agreement) and the other Loan Documents, and our commitment to make loans or other extensions of credit thereunder, are hereby terminated by mutual consent (other than provisions thereof which are expressly stated in the Loan Documents to survive such termination); (iii) the Blocked Account (no. 9369338854) maintained by Fleet Bank ("Fleet"), under the Three-Party Blocked Account Service Agreement dated May 7, 1997 among Fleet, the Lender and the Borrower shall be closed promptly following execution of this letter agreement and such service agreement shall be terminated; (iv) you shall have no further liabilities or obligations under the Loan Agreement, the Revolving Credit Note, the Term Notes, the Cap-Ex Note and the other Loan Documents; and (v) we are hereby delivering to you UCC termination statements and we agree to execute and deliver to you such other instruments, notices or releases as you may reasonably request to effectuate more fully the purposes and intent of clauses (i) through (iv) above, all at your expense and under documentation in form and substance satisfactory to us in our sole discretion. We agree promptly to take all appropriate action to direct that all funds on deposit in the above-described Blocked Account be promptly delivered to the Borrower in accordance with the Borrower's written instructions. We further agree to release our liens on and security interests in the collateral granted to us under the Security Agreement.

In consideration of the above, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the exceptions set forth herein, we hereby remise, release and discharge you and your successors and assigns, and you hereby remise, release and discharge us and our successors and assigns, of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, which either party ever had, now has, or hereafter may have against the other, directly or indirectly, arising out of or in any way relating to the Loan Agreement, the Revolving Credit Note, the Other Notes, the Guaranties, the Security Agreement and the other Loan Documents, any amendments thereto, or any transactions between us thereunder. Notwithstanding anything to the contrary contained herein, nothing in this letter agreement shall terminate or otherwise impair the indemnification and other provisions of the Loan Agreement, the Revolving Credit Note, the Other Notes, the Guaranties, the Security Agreement and the other Loan Documents that are expressly stated therein to survive the termination thereof and the payment of all amounts owing thereunder.

Our release of you, as set forth in the immediately

LYON CREDIT CORPORATION

TRADEMARK

REEL: 002754 FRAME: 0532

Wilton Foods, Inc., et al.

Page 4

preceding paragraph, is expressly conditioned on the understanding that all of our rights are reserved and preserved in and to any checks or similar instruments for the payment of money heretofore received and retained by us in connection with the Loan Agreement, and in and to any money due or to become due by reason of such checks or similar instruments, or the proceeds thereof, or all of our claims thereon. Further, you acknowledge that we may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to us by you or your account debtors pursuant to the provisions of the Loan Agreement and deposited by us for collection, the amount of which checks and similar instruments has nevertheless been credited to you in the computation of the sums owing to us.

Therefore, the termination and release of our liens and security interests are unconditional and complete, but our release of you is expressly conditional upon our receipt of full and final payment of (a) all amounts owing by you to us under the Loan Agreement and (b) all checks, notes and other instruments for the payment of money previously received by us in connection with the Loan Agreement and deposited for collection. You hereby agree promptly to reimburse and pay to us the full face amount (plus protest, other bank charges and any costs or fees relating thereto) of any such checks or similar instruments which may hereafter be dishonored or returned to us or remain unpaid for any reason whatsoever.

This letter agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be delivered by telecopier or other facsimile transmission, each of which shall, upon receipt, have the same force and effect as a manually executed original counterpart. This letter agreement shall be governed by and construed in accordance with the laws (without giving effect to conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

LYON CREDIT CORPORATION

TRADEMARK
REEL: 002754 FRAME: 0533

Wilton Foods, Inc.. et al.
Page 5

If the foregoing is in accordance with your understanding, please so indicate by signing and returning to us the enclosed copy of this letter agreement.

Very truly yours,

LYON CREDIT CORPORATION

By: Michael J. McBride
Name: MICHAEL J. MCBRIDE
Title: V.P.

ACCEPTED AND AGREED:

WILTON FOODS, INC.

By: [Signature]
Martin H. Hoffman
President

[Signature]
Martin H. Hoffman

LYON CREDIT CORPORATION

TRADEMARK

REEL: 002754 FRAME: 0534

Exhibit 1

1. Trademark Collateral Security Agreement made as of July 25, 1997, between Wilton Foods, Inc. and Lyon Credit Corporation, together with Special Power of Attorney.
2. Three-Party Blocked Account Service Agreement dated as of May 18, 1997 among Wilton Foods, Inc., Lyon Credit Corporation and Fleet Bank.
3. Collateral Access Agreements (various dates).
4. Side letter dated July 25, 1997 to the Lender from the Borrower as to special loans of up to \$500,000.
5. UCC-1 Financing Statements.