

RE

07-17-2009



To the Director of the U. S. Patent and T

ments or the new address(es) below.

1. Name of conveying party(ies):

103567679

Name of receiving party(ies)

Yes  
 No

Wachovia Bank, National Association, as Administrative Agent

Additional names, addresses, or citizenship attached?

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other national banking association
- Association
- Limited Partnership

Name: BestSweet Inc.

Internal Address: \_\_\_\_\_

Street Address: 288 Mazeppa Road

City: Mooreville

State: North Carolina

Country: United States Zip: 28115

Citizenship (see guidelines) United States

Additional names of conveying parties attached?  Yes  No

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship New Jersey

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 7/8/2009

- Assignment
- Security Agreement
- Other termination of security interest
- Merger
- Change of Name

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See SCHEDULE A attached hereto.

See SCHEDULE A attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Terry L. Witcher, Paralegal

Internal Address: McGuireWoods LLP

Street Address: 201 North Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/17/2009 DBYRNE 00000004 2011344

Deposit Account Number \_\_\_\_\_ 48.00 DP

Authorized \_\_\_\_\_ 425.00 DP

9. Signature:

Signature

July 10, 2009

Date

Christian Brose, Esq.  
Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>
BestSweet Inc.	N/A	2011344	USA	10/29/1996
BestSweet Inc.	CONTROL	2012715	USA	10/29/1996
BestSweet Inc.	MEGA FOOT	2235319	USA	03/23/1999
BestSweet Inc.	BESTSWEET	2750886	USA	08/12/2003
BestSweet Inc.	BESTHEALTH	2754090	USA	08/19/2003
BestSweet Inc.	METABOADVANCED	2798825	USA	12/23/2003
BestSweet Inc.	VIVACAL	2757335	USA	08/26/2003
BestSweet Inc.	VITASOFT	2757336	USA	08/26/2003
BestSweet Inc.	MENTHOLIZER	3159287	USA	10/17/2006
BestSweet Inc.	OSTEOADVANCED	2757337	USA	08/26/2003
BestSweet Inc.	XLR	3278308	USA	08/14/2007
BestSweet Inc.	PIT STOP	78527372	USA	12/06/2004
BestSweet Inc.	WORKS LIKE A TABLET, TASTES LIKE A TREAT	3160441	USA	10/17/2006
BestSweet Inc.	ARCTIC FRUIT	78601926	USA	04/05/2005
BestSweet Inc.	FRUIT ICE	3184771	USA	12/12/2006
BestSweet Inc.	XLR8	78652957	USA	06/17/2005
BestSweet Inc.	3 CHEWS PACK THE BLAST OF AN 8 OZ ENERGY	78683562	USA	08/02/2005
BestSweet Inc.	XLR8	78706331	USA	09/02/2005

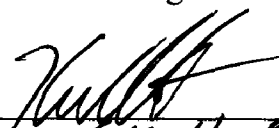
**RELEASE OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

**WHEREAS**, BestSweet Inc., a New Jersey corporation (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

**WHEREAS**, in order to secure certain indebtedness, the Pledgor entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of November 2, 2005, in favor of Wachovia Bank, National Association, as Administrative Agent (the "Administrative Agent"), and pursuant thereto the Pledgor executed and delivered a Notice of Grant of Security Interest in Trademarks (the "Trademark Assignment") as recorded in the United States Patent and Trademark Office in Reel 2258, Frame 0416, Reel 2465, Frame 0477, and Reel 3188, Frame 0107, pursuant to which the Pledgor granted to the Administrative Agent, according to the terms of the Security Agreement, a security interest in all of its right, title and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release and relinquish, and does hereby reassign to the Pledgor, without representation or warranty, all of the Administrative Agent's right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks, and does hereby agree that the filing of the Trademark Assignment in the United States Patent and Trademark Office as aforesaid may be removed of record.

**WACHOVIA BANK, NATIONAL  
ASSOCIATION**  
as Administrative Agent

By:   
Name: Keith H. Biehl  
Title: S. V. P.

July 8, 2009

State of North Carolina  
County of Mecklenburg

Before me appeared Keith H. Beble, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the identified corporation or other juristic entity with authority to do so.

This 8<sup>th</sup> day of July, 2009.

Melissa M. Jones  
Notary Public

(Seal)

My Commission Expires: July 31, 2010