

06-09-1998



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks

100732226

Send original documents or copy thereof.

1. Name of conveying party(ies): Hamlin Food Products Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - - Texas
 Other _____

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

2. Name and address of receiving party(ies)

Name: Bank One, Texas, N.A.

Internal Address: _____

Street Address: 221 West 6th Street

City: Austin State: Texas ZIP: 78701

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 15, 1998

Individual(s) citizenship _____
 Association a national banking association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional numbers attached? Yes No

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

Name: Roy C. Snodgrass III

Internal Address: _____
Edens Snodgrass Nichols & Breeland, P.C.

05/22/1998 JSHABAZZ 00000089 1465708

01 FC:481
 02 Street Address: 2700 Franklin Plaza
111 Congress Avenue
 City: Austin State: Texas ZIP: 78701

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.4)..... \$ 1720.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(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.

Roy C. Snodgrass III Roy C. Snodgrass III May 15, 1998
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK
REEL: 1738 FRAME: 0120

Refund Ref: JSHABAZZ 000006116
 05/22/1998
 CHECK Refund Total: \$630.00

SCHEDULE 3
TO
SECURITY AGREEMENT
DATED MAY 15, 1998
BY AND BETWEEN
BANK ONE, TEXAS, N. A.
AND
HAMLIN FOOD PRODUCTS GROUP, INC.

UNITED STATES TRADEMARKS

MARK	REGISTRATION NO.	LAST RENEWAL OR REGISTRATION DATE	EXPIRES	INT'L CLASS
DL JARDINE'S	1,465,708	11/17/87	11/17/2007	29
D.L. JARDINE'S	1,458,599	09/22/87	09/22/2007	30
SHOTGUN WILLIE'S	1,458,598	09/22/87	09/22/2007	30
TEXACANTE	1,456,732	09/08/87	09/08/2007	30
LISA JARDINE'S	1,511,916	11/08/88	11/08/2008	29
TEXAS CHAMPAGNE	1,526,014	02/21/89	02/21/2009	30
TEXAS RED SNAPPER	1,594,477	05/01/90	05/01/2000	32
KICKER	1,568,682	11/28/89	11/28/1999	30
TEXACALI	1,707,023	08/11/92	08/11/2002	29
TEXAS CAVIAR	1,607,552	07/24/90	07/24/2000	29
D.L. JARDINE'S and Design	1,435,851	04/07/87	04/07/2007	29, 30
THE CISCO KID'S`	1,590,098	04/03/90	04/03/2000	30
KILLER	1,589,201	03/27/90	03/27/2000	30
BUCKSHOT	1,594,468	05/01/90	05/01/2000	30
PRAIRIE PEACH	1,626,180	12/04/90	12/04/2000	30
QUESO LOCO	1,642,193	04/23/91	04/23/2001	30
JAILHOUSE CAVIAR	1,659,914	10/08/91	10/08/2001	29
TEXARITA	1,647,596	06/11/91	06/11/2001	32
5-STAR	1,646,199	05/28/91	05/28/2001	30

ESNB 35674-1 (117.46)

TRADEMARK
REEL: 1738 FRAME: 0121

MARK	REGISTRATION NO.	LAST RENEWAL OR REGISTRATION DATE	EXPIRES	INT'L CLASS
TEXAPENO	1,661,001	10/15/91	10/15/2001	31
SANTONIO HOTS	1,660,977	10/15/91	10/15/2001	29
Design of Chuckwagon	1,684,576	04/28/92	04/28/2002	30
Design of Chuckwagon	1,675,992	02/18/92	02/18/2002	29
KICK'M-UP	1,683,122	04/14/92	04/14/2002	30
PISTOL PACKIN'	1,697,870	06/30/92	06/30/2002	30
PINTO LOCO	1,703,533	07/28/92	07/28/2002	29
TEXASALSA	1,700,718	07/14/92	07/14/2002	30
SONTAVA!	1,755,595	03/02/93	03/02/2003	30
BLAZIN' SADDLE	1,840,749	06/21/94	06/21/2004	30
HOTLANTA	1,896,361	05/30/95	05/30/2005	30
CHIK'N LIK'N	1,843,097	07/05/94	07/05/2004	30
BUNKHOUSE	1,888,695	04/11/95	04/11/2005	30
CAMPFIRE	1,862,674	11/15/94	11/15/2004	30
TRAILRIDERS	1,888,694	04/11/95	04/11/2005	30
7J RANCH	1,915,258	08/29/95	08/29/2005	30
ALL 'ROUND	1,922,295	09/26/95	09/26/2005	30
GRENADE	2,095,049	09/09/97	09/09/2007	30
DIXIE DAN'S	2,089,153	08/19/97	08/19/2007	29, 30
JUMP BACK JACK	1,606,558	07/17/90	07/17/2000	29
RANGER LUKES	1,641,440	04/16/91	04/16/2001	30
BLACKJACK	1,640,688	04/09/91	04/09/2001	30

PENDING UNITED STATES TRADEMARKS

MARK	APPLICATION SERIAL NO.	FILING DATE
BECAUSE SOME DAYS SHOULD BE BETTER THAN OTHERS	74/648,750	03/20/95

ESNB 35674-1 (117.46)

TRADEMARK
REEL: 1738 FRAME: 0122

MARK	APPLICATION SERIAL NO.	FILING DATE
ORANGE ZEST	75/350,266	09/02/97

ESNB 35674-1 (117.46)

TRADEMARK
REEL: 1738 FRAME: 0123

PATENT AND TRADEMARK SECURITY AGREEMENT

Pursuant to (i) a Security Agreement (the "General Security Agreement") made as of May 15, 1998, by **Hamlin Food Products Group, Inc.**, a Texas corporation (together with its successors and assigns, the "Grantor"), with **Bank One, Texas, N.A.**, a national banking association, (the "Lender"), and (ii) a Loan Agreement dated May 15, 1998, between Grantor and Lender, Grantor hereby collaterally assigns and pledges, and grants to Lender, its successors and assigns, a security interest in and lien on, and confirms and ratifies the assignment, pledge, grant, and lien on, all of Grantor's right, title and interest in and to the

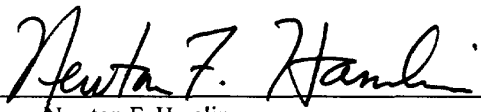
a. patents, and all applications, reissues, reexaminations, continuations, divisions, continuations-in-part, extensions and renewals thereof, and the inventions disclosed therein, and all improvements, know-how, and developments now or hereafter made (any and all being the "Patents") for the Patents referred to in Schedule I attached hereto including products embodying the Patents, and all proceeds from the sale, use or lease of the Patents and products, and

b. trademarks, trade names, corporate names, business names, fictitious business names, trade styles, trade dress, service marks, logos, source or business identifiers, prints, labels, designs, now existing or hereafter acquired, including all registrations, applications, and renewals thereof, together with that part of the good will of the business symbolized thereby (any and all being the "Trademarks") for the Trademarks referred to in Schedule II attached hereto, including products, advertising, and packaging embodying the Trademarks, and all proceeds from the sale, use, or lease of the Trademarks and products, to secure performance of the terms of the General Security Agreement.

Lender's security interest in the Patents and Trademarks can be terminated only in accordance with the terms of the Security Agreement.

Date: May 15, 1998

HAMLIN FOOD PRODUCTS GROUP, INC.,
a Texas corporation

By: 
Newton F. Hamlin
President

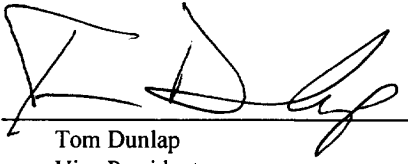
Address:

100 Congress Avenue, Suite 300
Austin, Texas 78701
Attention: Dan Matheson

ACCEPTED:

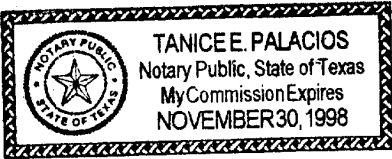
Date: May 15, 1998

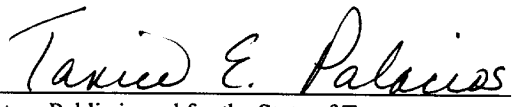
BANK ONE, TEXAS, N.A.

By: 
Tom Dunlap
Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

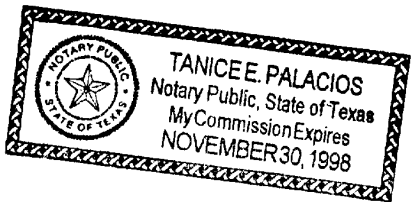
This instrument was acknowledged before me on the 15th day of May, 1998, by Newton F. Hamlin, President of Hamlin Food Products Group, Inc., a Texas corporation, on behalf of said corporation.

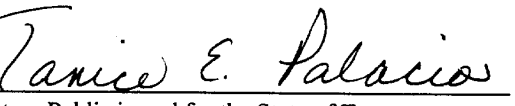



Notary Public in and for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of May, 1998, by Tom Dunlap, Vice President of Bank One, Texas, N.A., a national banking association, on behalf of said association.




Notary Public in and for the State of Texas