

07-10-1998

481-40 482-400

RECORDATION FORM COV



100759453
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>Hain Pure Food Co., Inc. 50 Charles Lindberg Boulevard Uniondale, New York 11553</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation – State <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>IBJ Schroder Bank & Trust Company, as Agent One State Street New York, New York 10004</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date:</p> <p>July 1, 1998</p>	<p>RECEIVED 98 JUL 10 AM 10:30 ASSIGNMENT</p>

Certificate of Mailing - 37 CFR
1.8(a)

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on the date below.

Date

07/10/1998 SSNITH 00000064 1464086

01 FC:481
02 FC:482

40.00 DP
400.00 DP

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

A. Trademark Application No.(s)
see attached schedule

B. Registration No.(s)
see attached schedule

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

Donna M. Hart, Esq.
Nixon, Hargrave, Devans & Doyle LLP
437 Madison Avenue
New York, New York 10022

6. Total number of applications and registrations
Involved: 17

7. Total fee (37 CFR 3.41) \$440.00

☐ Previously paid (see original transmittal)

☒ A check in the amount of \$440.00 is
enclosed.

8. Deposit Account Number: 14-1138

☐ Charge total fee to account.

☒ Charge any additional fees to account.

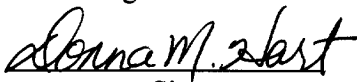
☐ A duplicate copy of this cover sheet
is enclosed.

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.

By: Donna M. Hart, Esq.
Name of Person Signing


Signature

July 1, 1997
Date

[Total number of pages including cover sheet, attachments and document: 5]

SCHEDULE TO MEMORANDUM

**TRADEMARK REGISTRATIONS
OF HAIN PURE FOOD CO., INC.**

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
ALL BLEND OIL	1, 464, 086	11/03/87
BUTTERFLY DESIGN	1,187,011	01/19/82
DEL & DESIGN	1,804,039	11/16/93
HAIN	960,595	06/05/73
HAIN	811,803	07/26/66
HAIN	1,480,956	03/15/88
HAIN	954,547	03/06/73
HAIN NATURALS	1,228,627	02/22/83
HAIN NATURALS & DESIGNS	1,753,357	02/16/93
HAIN PURE FOODS & DESIGN	771,195	06/09/64
HAIN PURE FOODS & DESIGN	1,861,077	11/01/94
HAIN PURE FOODS SINCE 1926 & DESIGN	1,861,935	11/08/94
HOLLYWOOD	1,451,047	08/04/87
HOLLYWOOD	1,470,235	12/22/87
HOLLYWOOD	1,196,366	05/25/82
HOLLYWOOD HEALTH FOODS	1,095,663	07/11/78
HUNZA	1,123,405	07/31/79

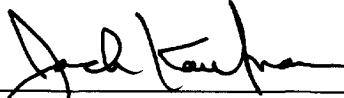
MEMORANDUM OF SECURITY AGREEMENT - TRADEMARKS

Pursuant to a Security Agreement, dated as of July 1, 1998 (the "Security Agreement"), made by the undersigned, located at 50 Charles Lindbergh Blvd., Uniondale, New York 11553, the undersigned has granted to IBJ Schroder Bank & Trust Company, located at One State Street, New York, New York, 10004, as agent (the "Agent") a continuing security interest in, and a continuing lien upon, among other Collateral (as defined in the Security Agreement), (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency or the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, all trademarks listed in the Schedule annexed hereto (the "Trademarks") and (b) all renewals and proceeds (including accounts receivable and royalties) thereof.

The Agent's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: July 1, 1998

HAIN PURE FOOD CO., INC.

By: 
Name: Jack Kaufman
Title: Chief Financial Officer

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