

FORM PTO 1594

08-27-1998

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

MED
8-24-98



100807112

COVER SHEET
BY

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

<p>1. Name of conveying Party(ies): Allied Foods, LLC</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Bush Brothers & Company</p> <p>Internal Address:</p> <p>Street Address: P.O. Box 52330</p> <p>City: Knoxville State: TN Zip: 37950</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State Tennessee <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be separate from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other --Second Lien</p> <p>Execution Date: August 5, 1998</p>	

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

<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>688,798 702,364 2,053,927</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Michael D. Hobbs, Jr., Esq.</p> <p>Internal Address: Troutman Sanders LLP</p> <p>Street Address: 600 Peachtree St., NE Suite 5200</p> <p>City: Atlanta</p> <p>State: GA Zip: 30308-2216</p>	<p>6. Total number of applications and registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

08/26/1998 BHUYEN 0000058 688798

01 FC 1482
02 FC 1482
Statement and signature of the best of my knowledge and belief that the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Hobbs, Jr.
Name of Person Signing

Signature

August 21, 1998

Date

Total number of pages comprising cover sheet: 6

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

DO NOT DETACH THIS PORTION

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

COLLATERAL PLEDGE AGREEMENT

THIS COLLATERAL PLEDGE AGREEMENT (the "Agreement"), made and entered into this 5th day of August, 1998; and effective as of the 31st day of January, 1998 by **Allied Foods, LLC, f/k/a Allied Foods Acquisition, LLC**, a Georgia limited liability company (hereinafter the "Pledgor"), in favor of **Bush Brothers & Company**, a Tennessee corporation (hereinafter the "Bush Brothers").

WITNESSETH:

WHEREAS, the parties hereto have entered into that certain Assumption Agreement (hereinafter the "Assumption Agreement") pursuant to which Pledgor assumed certain obligations of Allied Foods, Inc. under a Purchase and Sale Agreement between Allied Foods, Inc. and Bush Brothers; and

WHEREAS, the Pledgor is the owner of those trademarks described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter "Trademarks"); and

WHEREAS, to secure the due and punctual payment and performance of all obligations and covenants of the Pledgor under the Assumption Agreement and the Purchase and Sale Agreement (collectively, the "Obligations"), the Pledgor has agreed to pledge and assign to Bush Brothers all of the Pledgor's right, title, and interest in and to the Trademarks subject to the security interest of Creditanstalt Corporate Finance, Inc.;

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby covenants and agrees with Bush Brothers as follows:

1. **Warranty.** The Pledgor hereby warrants to Bush Brothers, to the best of its knowledge, that except for the security interest created hereby and the security interest of Creditanstalt Corporate Finance, Inc., the Pledgor owns the Trademarks free and clear of all liens, charges, and encumbrances, that the Pledgor has the unencumbered and unrestricted right to pledge the Trademarks, and that no consent or approval of any governmental or regulatory authority, was or is necessary to the validity of this pledge.

2. **Security Interest.** The Pledgor hereby grants and pledges to Bush Brothers a second priority security interest in all of its right, title, and interest in and to the Trademarks along with all related state, federal and foreign registration applications and

This Collateral Pledge Agreement is subject and subordinate to the security interest of Creditanstalt Corporate Finance, Inc. in and to the Trademarks and the other Pledged Collateral pursuant to that certain Lien Subordination Agreement dated as of even date herewith between Bush Brothers and Creditanstalt Corporate Finance, Inc., and the right of Bush Brothers to enforce its security interest in the Pledged Collateral is subject to the terms of such Lien Subordination Agreement.

all renewals and divisions thereof, all incomes, royalties, damages and payments now or hereafter due and/or payable with respect thereto, the right to recover for all past, present and future infringements thereof, all label films associated therewith, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, all rights corresponding thereto throughout the world, together, in each case, with the goodwill of the business connected with the use of, and symbolized by, each such Trademark and all proceeds of the foregoing (collectively the "Pledged Collateral") as security for (a) all obligations of the Pledgor to Bush Brothers hereunder; and (b) payment and performance of all other Obligations. The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and documents, and take all further action that may be reasonably necessary, or that Bush Brothers may reasonably request, in order to perfect and protect the security interest granted hereby or to enable Bush Brothers to exercise and enforce its rights and remedies hereunder with respect to all or any portion of the Trademarks.

3. Default. Upon the occurrence of an event of default under the Assumption Agreement, or Purchase and Sale Agreement or a default by the Pledgor under the terms of this Agreement and after giving effect to any applicable cure periods (any of such occurrences being hereinafter referred to as a "Default"), then Bush Brothers may declare a default. Unless Pledgor shall cure such default and become current on all its Obligations within ninety (90) days after Pledgor's receipt of such declaration of default, Bush Brothers shall be entitled at any time thereafter to notify Pledgor that all of Pledgor's right, title and interest in the Trademarks is extinguished, and Bush Brothers shall have the rights (i) to complete, date, execute and file, or cause to be filed, the Trademark Assignment attached hereto as Exhibit B and incorporated hereby by reference in the United States Patent and Trademark Office, and (ii) to use, transfer, sell, or otherwise dispose of the Trademarks or any portion of the Trademarks. Upon such notification of extinction to Pledgor, Pledgor shall have no further right to use the Trademarks. All costs and expenses, including reasonable attorneys' fees and expenses, incurred by Bush Brothers in obtaining performance of or in collecting any payments due under this Agreement shall be deemed part of the Obligations hereunder.

4. Additional Rights of Secured Party. In addition to its rights and privileges under this Agreement, Bush Brothers shall have all the rights, powers, and privileges of secured parties under the Uniform Commercial Code of the State of Tennessee and other applicable law. All rights of Bush Brothers shall be cumulative and not exclusive.

5. Pledgor's Obligations Absolute. The obligations of the Pledgor under this Agreement shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against any other person, nor against other security or liens or encumbrances available to Bush Brothers or any of its successors, assigns, or agents. The Pledgor hereby waives any right to require that an action be brought against any other person or entity or to require that resort be had to any security or to any balance of any deposit account or credit on the books of Bush Brothers in favor of any other person or entity prior to any exercise of rights or remedies hereunder.

6. Termination. This Agreement, and the security interest hereunder granted to Bush Brothers in the Pledge Collateral, shall terminate on the date on which all Obligations have been

fully satisfied. Thereafter, Bush Brothers, by its acceptance hereof, agrees that it shall promptly terminate and release the Pledged Collateral from the security interest granted herein and Bush Brothers shall promptly execute and deliver to Pledgor such instruments and documents as are necessary to evidence such termination and release.

7. Security Agreement. This Agreement shall constitute a security agreement under the Uniform Commercial Code as in effect in the State of Tennessee.

8. General.

(a) Time is of the essence of this Agreement. No waiver by Bush Brothers of any power or right hereunder or of any Default by the Pledgor hereunder shall be binding upon Bush Brothers unless in writing signed by Bush Brothers. No failure or delay by Bush Brothers to exercise any power or right hereunder or binding waiver of any Default hereunder shall operate as a waiver of any other or further exercise of such power or any other Default. This Agreement, together with all documents referred to herein, constitutes the entire agreement between the Pledgor and Bush Brothers and may not be modified except by a writing executed by Bush Brothers and delivered by Bush Brothers to the Pledgor.

(b) If any paragraph or part thereof shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal, or unenforceable shall be deemed separate, distinct, and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.

(c) All representations and warranties made and given herein by the Pledgor shall survive the execution and delivery of this Agreement and shall remain in full force and effect until such time as this Agreement is terminated.

(d) The rights and obligations of the parties hereunder shall inure to the benefit of and bind their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(f) All notices and demands required or permitted hereunder or by law shall be in writing or by telegraph and shall be mailed or delivered to the party to whom notice is intended to be given at such address as is specified below, or such other address as shall be subsequently designated in writing by such party to the other party hereto for purposes of notice.

If to Bush Brothers:

Bush Brothers & Company
Attn: James B. Ethier, President and C.O.O.
PO Box 52330
Knoxville, Tennessee 37950

If to the Pledgor:
Mr. Ronald Kirschner, President
Allied Foods, LLC
1450 Hills Place, NW
Atlanta, Georgia 30318

Each such notice or demand shall be deemed effective upon personal delivery or upon deposit in the U.S. mail, first-class postage prepaid and addressed as provided above.

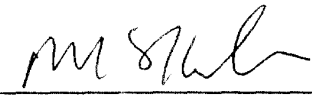
(g) The pronouns used in this Agreement shall be construed as masculine, feminine, or neuter as the occasion may require.

(h) Captions are for reference only and in no way limit the terms of this Agreement.

(i) All references herein to any document, instrument, or agreement shall be deemed to refer to such document, instrument, or agreement as the same may be amended, modified, restated, supplemented, or replaced from time to time.

IN WITNESS WHEREOF, the Pledgor has executed this Agreement by and through its duly authorized officers and has caused its corporate seal to be hereunto affixed, as of the day and year first above written.

PLEDGOR:
ALLIED FOODS, LLC

By: 

Name: Ronald S. Kirchner

Title: President

[SEAL]

Exhibit A
Description of Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tony & Design	688,798	11/24/59
Pointer	702,364	08/02/60
Tony & Design	2,053,927	04/22/97

RECORDED: 08/24/1998

TRADEMARK
REEL: 1774 FRAME: 0753

