

08-28-1998

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Fourth Amendment to Trademark
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
07311998

Conveying Party

Mark if additional names of conveying parties attached

Name Williams Foods, Inc. Execution Date
Month Day Year
07311998

- Formerly _____
- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name NationsBank, N.A.

DBA/AKA/TA formerly Boatmen's First National Bank of Kansas City

Composed of _____

Address (line 1) 10th & Baltimore

Address (line 2) _____

Address (line 3) Kansas City Missouri 64105
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association - National Banking
 - Other _____
 - Citizenship/State of Incorporation/Organization _____
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

06/27/1998 BNGUYEN 00000151 1124991

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1124991"/>	<input type="text" value="2121797"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1582810"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1838448"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Lisa Brooks Hammond

Name of Person Signing

Signature

1004511 10100000 823444 0012530

8-20-98

Date Signed

FOURTH AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This FOURTH AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Fourth Amendment") is made as of this 31st day of July, 1998, by NationsBank, N.A., successor to Boatmen's First National Bank of Kansas City, with an office at 10th and Baltimore, Kansas City, Missouri 64105 ("Bank") and Williams Foods, Inc., a Missouri corporation with an address of 13301 West 99th Street, Lenexa, Kansas 66215 ("Obligor"):

W I T N E S S E T H:

WHEREAS, Obligor entered into a certain Trademark Security Agreement with Bank as of the 1st day of September, 1994, and said Agreement has been previously amended;

WHEREAS, said Trademark Security Agreement provides that, if Obligor obtains rights to any new Trademarks or Licenses, as those terms are defined in the Trademark Security Agreement, Bank has the authority to modify the Trademark Security Agreement by amending Exhibit A thereto to include on said exhibit any such Trademarks that are registered;

WHEREAS, Sun Bird Foods, Inc., a California corporation, has assigned to Obligor all of the former's right, title, and interest in and to the following marks (the "Marks"), together with all of the goodwill associated therewith:

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
SUN-BIRD	1,124,991	Sep. 11, 1979
SUN-BIRD (and design)	1,582,810	Feb. 13, 1990
SUN BIRD (and design)	1,838,448	May 31, 1994
SUN BIRD (and design)	2,121,797	Dec. 16, 1997
SUN BIRD (and design)	TMA 393567 (Canada)	Jan. 31, 1992

WHEREAS, said marks were registered in the United States Patent and Trademark Office or the Canadian trademark agency, as the case may be, on the dates shown opposite each, above; and

WHEREAS, Bank desires to modify the Trademark Security Agreement by (i) amending Exhibit A to include the Marks and (ii) amending the Trademark Security Agreement further to expand the definition of the “obligations” to which the Agreement refers, and Obligor is willing to agree to add such expanded definition.

NOW, THEREFORE, pursuant to the authority given it in Paragraph 5 of the Trademark Security Agreement, Bank hereby modifies the Trademark Security Agreement by amending Exhibit A to that agreement to include the Marks, so that Exhibit A, as amended, reads as shown on the attached Exhibit A to this Fourth Amendment.

In addition, pursuant to the provisions of Paragraph 14 of the Trademark Security Agreement, Obligor and Bank modify the definition of the term “Obligations” as it is used in that Agreement, including all amendments, so that, in addition to any other obligations to which the term may refer, “Obligations” shall also mean all indebtedness (whether principal, interest, fees or otherwise), obligations and liabilities of Obligor to Bank (including without limitation all extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings thereof, whether or not the same involve modifications to interest rates or other payment terms of such indebtedness, obligations and liabilities), whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, or acquired by Bank outright, conditionally or as collateral security from another, including but not limited to the obligation of Obligor to repay future advances by Bank, whether or not made pursuant to commitment and whether or not presently contemplated by Obligor and Bank, and the obligation to repay advances by Bank under any letters of credit issued for Obligor’s account, and (to the extent permitted by law) all costs of collection thereof, including but not limited to reasonable attorney’s fees and actual attorney’s expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code pertaining thereto; provided, however, that the term “Obligations” shall not include any indebtedness evidenced by or secured pursuant to any writing which states in effect that such indebtedness is secured only by the property described in such writing, but only if the property so described does not include Trademarks, Licenses, or goodwill in which Bank has a security interest under the Trademark Security Agreement.

IN WITNESS WHEREOF, Bank and Obligor have caused their authorized representatives to execute this Fourth Amendment as of the date first written above.

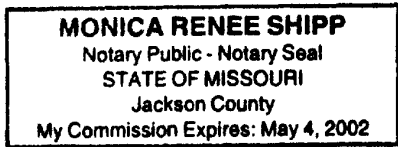
NATIONSBANK, N.A.

By: *Joseph M. McCaddon*
Joseph M. McCaddon
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 28th day of July in the year 1998, before me, Monica Renee Shipp, a notary public in and for said county and state, personally appeared Joseph M. McCaddon, Senior Vice President, NationsBank, N.A., successor to Boatmen's First National Bank of Kansas City, known to me to be the person who executed the within Fourth Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Monica Renee Shipp
Notary Public

My commission expires:

May 4, 2002

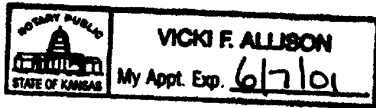
WILLIAMS FOODS, INC.

By: Conrad Hock Jr.
Name: Conrad Hock Jr.
Title: President

ACKNOWLEDGMENT

STATE OF Kansas)
County Johnson) SS.
STATE OF Johnson)

On this 31 day of July in the year 1998, before me., Vicki F. Allison, a notary public in and for said county and state, personally appeared Conrad Hock Jr. President, Williams Foods, Inc., known to me to be the person who executed the within Fourth Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Vicki F. Allison
Notary Public

My commission expires:

6/7/01

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None- Application No. 342274	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AN AMERICAN SALAD DRESSING WITH A MULTINATIONAL TASTE FOR A MULTINATIONAL COUNTRY (and design)	U.S.: 1,857,811	October 11, 1994
GRANDMA'S SPANISH SEASONING (and design)	U.S.: 394,876	May 5, 1942
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AMERICAN A REVOLUTIONARY SALAD DRESSING (and design)	U.S.: 1,927,112	October 17, 1995
SUN-BIRD	1,124,991	September 11, 1979
SUN-BIRD (and design)	1,582,810	February 13, 1990
SUN BIRD (and design)	1,838,448	May 31, 1994
SUN BIRD (and design)	2,121,797	December 16, 1997
SUN BIRD (and design)	TMA 393567 (Canada)	January 31, 1992