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To the Honorable Commissioner of Patents :

100842578

original documents or copy thereof.

1. Name of conveying party(ies):
Linden Oaks Corporation

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Sept 23, 98

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Illinois Banking Corporation
- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp.

Internal Address: _____

10/01/1998 JSHABAZZ 00000125 75336544

01 FC:481 40.00 OP
02 FC:482 300.00 OP

Street Address: 400 Senth St NW
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Nancy A. Zarazua

Name of Person Signing

Nancy A. Zarazua
Signature

9/28/98

Date

Total number of pages including cover sheet, attachments, and document: 7

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of September, 1998, Linden Oaks Corporation, a Delaware corporation ("*Pledgor*") with its principal place of business and mailing address at 103 Foulk Road, Suite 290, Wilmington, Delaware 19803, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 ("*Harris*"), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor and the Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made

and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LINDEN OAKS CORPORATION

By Trinity J. Benjamin
Its President and Treasurer


HARRIS TRUST AND SAVINGS BANK, as Agent

By [Signature]
Its Vice President

STATE OF New York)
) SS
COUNTY OF Monroe)

I, David M. Mehalick a Notary Public in and for said County, in the State aforesaid, do hereby certify that Timothy J. Benjamin, President of Linden Oaks Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of September, 1998.


Notary Public

(NOTARIAL SEAL)

DAVID M. MEHALICK
(Type or Print Name)

My Commission Expires:

DAVID M. MEHALICK
Notary Public, State of New York
Monroe County
Commission Expires Sept. 30, 1998

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lisa Brenza, a Notary Public in and for said County, in the State aforesaid, do hereby certify that H. Glen Clarke, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 23^d day of September, 1998.

(NOTARIAL SEAL)

Lisa Brenza
Notary Public

Lisa Brenza
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
LISA BRENTA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT 16, 1999

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARKS
OWNED BY LINDEN OAKS CORPORATION**

TRADEMARK	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	INT'L CLASS	FIRST USE INTERSTATE	FIRST USE ANYWHERE	AFF'D DATE	RENEWAL DATE	STATUS
AGRILINK FOODS	75/336,544	08/06/97			29, 30	ITU				Pending
AGRILINK FOODS A PROCESSING AND MARKETING COOPERATIVE	75/417,706	01/14/98			29, 30	ITU				Pending
BERNSTEIN'S & DESIGN	75/382,540	10/31/97			29	07/1997	07/1997			Pending
BREAKFAST TOPPERS	75/376,521	10/20/97			29	ITU				Pending
CURTICE BURNS FOODS AN AGRILINK BUSINESS	75/417,648	01/14/98			29, 30	ITU				Pending
DINETTE	75/507,242	06/23/98			29	ITU				Pending
HUSMAN'S HUSMAN SNACK FOODS AN AGRILINK BUSINESS (STYLIZED)	75/417,649	01/14/98			29, 30	ITU				Pending
NALLEY FINE FOODS SINCE 1918 AN AGRILINK BUSINESS (STYLIZED)	75/417,650	01/14/98			29, 30	ITU				Pending
REAL FRUIT, REAL FAST, REAL EASY.	75/376,522	10/20/97			29	ITU				Published
SNYDER OF BERLIN AN AGRILINK BUSINESS (STYLIZED)	75/417,716	01/14/98			29, 30	ITU				Pending
TIM'S CASCADE STYLE POTATO CHIPS AN AGRILINK BUSINESS (STYLIZED)	75/417,707	01/14/98			29, 30	ITU				Pending
WAKE UP AND TASTE THE FRUIT	75/376,523	10/20/97			29	ITU				Published
WHERE OTHERS SKIMP, WE SPLURGE	75/507,109	06/23/98			29	ITU				Pending

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None