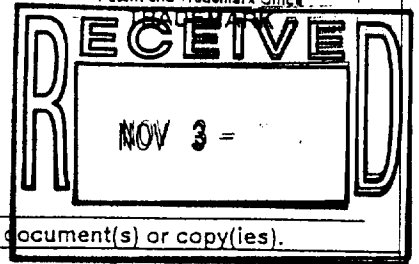


11-09-1998



100873656

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



R 11/3/98

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 # 100757013
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # [] Frame # []

Conveyance Type

- Assignment
- Security Agreement
- License
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year []
- Change of Name
- Other []

Conveying Party

Mark if additional names of conveying parties attached

Name SLB Snacks, Inc.

Execution Date
Month Day Year
6 4 98

Formerly []

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Business Alliance Capital Corp.

DBA/AKA/TA []

Composed of []

Address (line 1) 300 Alexander Park

Address (line 2) []

Address (line 3) Princeton

New Jersey

08543

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other []
- Citizenship/State of Incorporation/Organization Delaware

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

11/05/1998 JSHABAZZ 00000124 992095

01 FD:630

65.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1810 FRAME: 0688

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)

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.

Mary Ellen Welch Rogers

Name of Person Signing



Signature

10.29.98

Date Signed

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)

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#

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.

Mary Ellen Welch Rogers

Name of Person Signing

Signature

6.29.98

Date Signed

06/03/98 10:18 ARGUS-MANAGEMENT → R & G
 JUN-02-1998 17:59 ROPES & GRAY

NO.021 003

P.02

TRADEMARK ASSIGNMENT

Whereas State Line Snacks Corporation, a Massachusetts corporation that is a debtor under Chapter 7, Title II of the United States Code whose duly appointed trustee is David J. Ferrari with a place of business c/o Argus Management Corporation, 207 Union Street, South Watick, Massachusetts 01760 has adopted, used and is using marks which are registered in the United States Patent and Trademark Office, namely:

Registration No. 992,095 dated August 27, 1974 in International Classes 29 and 30 for STATE LINE and Design;

Registration No. 992,096 dated August 27, 1974 in International Classes 29 and 30 for STATE LINE; and

Registration No. 1,803,357 dated November 9, 1993 in International Class 30 for SLIPS in stylized letters.

Whereas SLB Snacks, Inc., a Delaware Corporation having a principal place of business at 420 Lynnway, Lynn, Massachusetts 01915 is desirous of acquiring said marks and registrations thereof;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said State Line Snacks Corporation does hereby assign unto the said SLB Snacks, Inc. all of its right, title and interest in and to the said marks, together with the good will of the business symbolized by the marks and the above identified registrations thereof.

This assignment is made in connection with the Order of the United States Bankruptcy Court for the District of Massachusetts, dated July 24, 1997, in Case Nos. 96-17839-WCH through 96-17841-WCH. This assignment is made without representation or warranty of any kind and without recourse as of July 23, 1997.

STATE LINE SNACKS CORPORATION

By 

David J. Ferrari
 Its Chapter 7 Trustee

1211507.01

TOTAL P.02

TRADEMARK
 REEL: 1810 FRAME: 0691

TOTAL P.02

**COLLATERAL ASSIGNMENT
(Security Agreement)**

WHEREAS, SLB Snacks Inc., a Delaware corporation ("Assignor"), located and doing business at 420 Lynnway, Lynn, Massachusetts, is the owner of the patents (the "Patents"), trademarks (the "Trademarks") and trade names, which are registered in the United States Patent and Trademark Office and listed in Exhibit A hereto.

WHEREAS, Business Alliance Capital Corp. , a Delaware corporation("Assignee"), located and doing business at 300 Alexander Park, Princeton, New Jersey 08543, has extended credit to Assignor and, Assignee and Assignor have entered into, among others, a Loan and Security Agreement dated the date hereof (the "Loan Agreement"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor as security for the full payment and performance of the Obligations, and to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of infringement upon said Patents and Trademarks.
- (c) all patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the patents and Future Patents;
- (f) all licenses and other agreements relating to the Patents and Future patents and the use thereof;
- (g) all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Assignor's products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, use and sell the inventions disclosed and claimed in the patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and defined in, the Loan Agreement shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the patents. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey.

4TH IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this day of JUNE, 1998.

SLB SNACKS INC.
By: [Signature]
Name: EJ MANGINE
Title: PRESIDENT

ATTEST:

BUSINESS ALLIANCE CAPITAL CORP.

By: [Signature]

Name: William F. Seibert
Title: Senior Vice President

**SHAPIRO,
ISRAEL &
WEINER, P.C.**

ATTORNEYS AT LAW

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RONA WEST CROSS

OF COUNSEL
WILLIAM E. RYCKMAN, JR.
WILLIAM FRANZBLAU
JOSEPH M. CHENEY, JR.

MARY ELLEN WELCH ROGERS EXT. 143
E-MAIL ADDRESS: MARYELLEN_ROGERS@SIWLAW.COM

October 28, 1998
VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D.C. 20231


**RE: SLB Snacks, Inc./Business Alliance Capital Corp.
Notice of Non-Recordation of Document
Document I.D. #100757013**

Dear Sir/Madam:

Pursuant to your Notice of Non-Recordation of Document dated September 12, 1998, enclosed for filing please find a new Trademark Recordation Form Cover Sheet.

If you have any questions, please do not hesitate to call the undersigned.

Very truly yours,


MARY ELLEN WELCH ROGERS

MEWR:pm
Enclosure

RECORDED: 11/03/1998

TRADEMARK
REEL: 1810 FRAME: 0695