

M.R. [unclear]
11/10/98

11/10/98



Atty. Docket No.

100878365

S. BOX ASSIGNMENTS

TO: THE HON. COMMISSIONER OF PATENT AND TRADEMARK OFFICE
PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. Name of conveying party(ies):
Sherwood Food Distributors
18615 Sherwood Ave.
Detroit, MI 48234

Individual(s)
 Association
 Limited Partnership
 General Partnership
 Corporation-State
 Other Michigan Co-Partnership

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of conveyance:

Assignment Merger
 Security Agreement
 Change of Name
 Other _____
Execution Date October 26, 1998

2. Name and address of receiving party(ies):
Name: International Sausage Corp.
Address: 3445 Michigan Ave.
Detroit, MI 48216

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Michigan
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 yes no

Additional names(s) & address(es) attached?
 yes no

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

A. Trademark Application Nos.(s)

B. Trademark Registration No.(s)

1,382,536
1,386,924
1,436,557

Additional numbers attached? Yes No

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

Name: C. Thomas Toppin, Esq.
Address: C. Thomas Toppin & Associates
1400 N. Woodward Ave., Ste 200
Bloomfield Hills, MI 48304
248/647-0930

6. Total number of applications and registrations involved: three (3)

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

11/12/1998 TTUN11 00000159 1382536

DO NOT USE THIS SPACE

01 FC:401 40.00 DP
02 FC:402 50.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing instrument is true and correct and any attached copy is a true copy of the original document.

Larry Tushman
Name of Person Signing

Larry Tushman
Signature

October 26, 1998
Date

TRADEMARK
REEL: 1812 FRAME: 0415

SECURITY AGREEMENT

Name of Debtor: SHERWOOD FOOD DISTRIBUTORS,
a Michigan Co-Partnership

Address: 18615 Sherwood Ave.,
Detroit, Michigan 48234

Name of Secured Party: INTERNATIONAL SAUSAGE CORP.,
a Michigan corporation

Address: 3445 Michigan Ave.
Detroit, Michigan 48216

This Security Agreement entered into this 26th day of October, 1998, and shall be effective as of November 9, 1998, between Debtor and Secured Party.

W I T N E S E T H:

1. Debtor promises to pay to the order of Secured Party all sums due Secured Party pursuant to the terms of a certain Purchase and Sales Agreement between Debtor, as Purchaser, and Secured Party, as Seller, dated October 14, 1998 (hereinafter the "Purchase Agreement"), as well as a certain Promissory Note from Debtor to Secured Party dated October 26, 1998.

2. The aforesaid obligation of Debtor to Secured Party is hereinafter referred to as the "Indebtedness"), and is secured by the security interest under this Agreement.

3. The security interest under this Agreement covers the tangible and intangible personal property described on Schedule "A" attached hereto and made a part hereof, and proceeds of said property. This security interest also covers all after acquired property of Debtor which is used in substitution for existing property identified on Schedule "A".

4. Debtor warrants that it is the sole and only owner of the collateral, and that the collateral is located and will continue to be located at 18615 Sherwood Ave., Detroit, Michigan.

5. That, unless the consent of Secured Party in writing shall first have been obtained, and exclusive of inventory sold in the ordinary course of Debtor's business, Debtor will not sell, assign, transfer, lease or in any way encumber the collateral, or any interest therein, or otherwise cause or suffer the same to be sold, assigned, transferred, leased, encumbered, sequestered or levied upon.

6. Debtor will insure the tangible collateral against risk of damage, destruction and theft, in an amount and manner reasonably satisfactory to Secured Party, naming

Secured Party as loss payee, as its interest may appear. All policies of insurance, together with any loss-payable endorsements, shall be delivered to Secured Party at its request. If Debtor fails to obtain and keep such insurance in force, or fails to pay the premiums thereon, Secured Party shall mail a written notice to the Debtor, and the Debtor shall have a period of ten (10) days following its receipt of such notice to obtain the required insurance. In the event that Debtor shall fail, refuse or neglect to obtain such insurance within such period, Secured Party may do so for Debtor's account, and Debtor agrees to immediately reimburse Secured Party for any payments so made.

7. Debtor will execute, endorse, and/or deliver any and all papers, instruments and documents necessary therefore, when reasonably demanded by Secured Party, to perfect, protect and enforce the security interest granted hereby, and upon prior notice, during normal business hours or Debtor, following an uncured event of default hereunder, permit Secured Party to: (a) examine any and all books of record of Debtor related to the collateral; (b) enter any premises where the collateral may be located and, (c) examine the same; provided, however, that Secured Party shall not interfere in the conduct of the Debtor's business.

8. Any of the following occurrences constitutes an "Event of Default" hereunder:

- (a) Failure to pay the Indebtedness, or any part thereof, when due.
- (b) Default by Debtor of any other Agreement between Debtor and Secured Party, including, but not limited to, the Purchase Agreement dated October 14, 1998 and the Non-Competition Agreement dated October 26, 1998.

9. In the event Secured Party believes that the Debtor is in default of this Agreement, Secured Party shall cause a written notice of default to be mailed to the Debtor which shall identify the perceived default with particularity. Upon the receipt of any such notice from Secured Party, the Debtor shall have a period of ten (10) days within which to effect a cure of any such default.

10. In the event of an uncured event of default:

- (a) Secured Party shall have, cumulatively, all rights and remedies allowed or provided by law and all rights and remedies provided by this Agreement, and the Purchase Agreement.
- (b) Secured Party may, then or thereafter, at Secured Party's option, with or without notice or demand, consider the whole of the Indebtedness, or any part thereof, at once due and payable, and at any time thereafter, with or without possession of the collateral, collect the Indebtedness by one or more consistent public and/or private proceedings.

- (c) Secured Party shall be entitled to possession of the collateral, and may take possession of the same where it is located, or, at Secured Party's option, Secured Party may require Debtor to make the collateral available to Secured Party at any place designated by Secured Party which is reasonably convenient to both Secured Party and Debtor.
- (d) Secured Party may (i) before or after reducing the Indebtedness to judgment, with or without possession of the collateral, sell, lease or otherwise dispose of all or part of the collateral in a commercially reasonable manner in its then condition, or, unless prohibited by law, after any commercially reasonable preparation or proceeding; and/or (ii) after reducing any of the Indebtedness to judgment, institute proceedings in execution of the like to enforce such judgment against all or part of the collateral and/or any other property of Debtor to satisfy such judgment.

11. To the extent that any of the collateral is disposed of pursuant to a levy of execution or the like to enforce any judgment founded upon the Indebtedness, such disposition shall be deemed to be a disposition of collateral in enforcement of this Agreement. Secured Party's rights and remedies provided in this Agreement and by law shall be cumulative and Secured Party may exercise any right or remedy personally against the Debtor or against the collateral, or against any combination of the foregoing, as Secured Party shall see fit without releasing any other consistent right or remedy.

12. The proceeds of any disposition of the collateral shall be applied in the order following to:

- (a) The reasonable expenses of retaking, holding, preparing for sale, selling and the like, and the reasonable attorney's fees and legal expenses incurred by Secured Party in making the sale.
- (b) The satisfaction of the Indebtedness.
- (c) Any surplus shall be rendered to Debtor; provided, however, that if the proceeds of any disposition of collateral are not sufficient to satisfy the total of items (a) and (b) of this paragraph, Debtor shall be liable to Secured Party for any deficiency.

13. No indulgence or other act of Debtor shall waive any default except an express waiver in writing, denominated as such, and signed by Secured Party and no waiver with respect to any one or more defaults shall operate to waive any subsequent defaults.

14. The covenants and conditions of this Agreement, shall bind and the benefits and advantages thereof shall inure to the respective heirs, representatives, successors and assigns or the parties hereto.

15. Unless otherwise provided in this Agreement, all the rights and duties of any of the parties hereto may be enforced or performed by any one or more of their agents or employees.

16. The laws of the State of Michigan shall govern the construction, validity and effect of this Agreement.

17. Any provision of this Agreement prohibited by appropriate law shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

18. Where any provision of this Agreement refers to any prohibition or restriction of law, it shall be deemed to refer to one existing on the date of this Agreement.

19. This Agreement is intended by the parties as a final expression of their agreement with respect to such terms as are included herein.

20. None of the terms, covenants or conditions of the within Agreement may be modified or rescinded except by a writing signed by Secured Party and Debtor.

"SECURED PARTY"
INTERNATIONAL SAUSAGE CORP.

By: George A. Naser
George A. Naser, President

ATTEST:

Aziz Naser
HIYAM ACCEPTEA, Secretary
AZIZ I NASER, VICE PRESIDENT.

"DEBTOR"

SHERWOOD FOOD DISTRIBUTORS,
a Michigan Co-Partnership

By: Randy Johnson

Its: Partnership Manager

SCHEDULE "A"

All of the following: marketing know-how and trade secrets of the Secured Party related to or associated with the Trade Marks and business sold by Secured Party to Debtor, if any, including, but not limited to, all of Secured Party's confidential information, operation data, customer lists, records, books, formulas, recipes, designs, routines, inventions, discoveries, developments, enhancements and trade dress and all of the products produced by or for Seller under its Trade Marks.

All of Secured Party's right, title and interest under the contracts and agreements sold to Debtor by Secured Party.

All of the Goodwill of the business and sold by Secured Party to Debtor as a going concern, all telephone numbers utilized in connection with the said business, all yellow page advertisements, and the name of "International Sausage".

All Trade Marks and the trademark and tradename "Dutch Brand" sold by Secured Party to Debtor.

All Inventory sold by Secured Party to Debtor.

\\F01\sys\DATA\SHERWOOD\INTSAUS\SCHEDULE.A

NOTICE OF SECURITY INTEREST IN TRADEMARKS

INTERNATIONAL SAUSAGE CORP. , a Michigan corporation, hereby gives notice to all that INTERNATIONAL SAUSAGE CORP. has sold the following trademarks to Sherwood Food Distributors and has retained a security interest in the following trademarks to secure the payment of the purchase price, subject to the terms of the Security Agreement executed by the parties. INTERNATIONAL SAUSAGE CORP. retains a security interest in the following trademarks:

TRADEMARK

REGISTRATION NUMBER

"MEAT PRODUCTS FROM PEOPLE WHO CARE" For prepared meats, in class 29 (US, CL, 46). First use 0-0-1972; In Commerce 1-0-1984 Registered February 11, 1986. Copy attached hereto as Exhibit "A" and incorporated herein by this reference,

1,382,536

Dated: October 26, 1998

INTERNATIONAL SAUSAGE CORP.,
a Michigan corporation


By: George A. Naser
Its: President

SHERWOOD FOOD DISTRIBUTORS


By: Amy Subman
Its: Partnership Manager

NOTICE OF SECURITY INTEREST IN TRADEMARKS

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TRADEMARK

PRINCIPAL REGISTER

For prepared meats, in class 29 (U.S. CL. 46). First use 0-0-1965; In Commerce 1-1-1984 Registered March 18, 1986. Copy attached hereto as Exhibit "A" and incorporated herein by this reference.

Dated: October 26, 1998

REGISTRATION NUMBER

1,386,924

INTERNATIONAL SAUSAGE CORP.,
a Michigan corporation


By: George A. Naser
Its: President

\SHERWOOD FOOD DISTRIBUTORS


By: Partnership Manager

NOTICE OF SECURITY INTEREST IN TRADEMARKS

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TRADEMARK

"DUTCH BRAND"
For prepared meats, in class
29 (U.S. CL. 46) First use
0-0-1965; In Commerce 1-0-1984
Registered April 14, 1987. Copy
attached hereto as Exhibit "A"
and incorporated herein by this
reference.

Dated: October 26, 1998.

REGISTRATION NUMBER

1,436,557

INTERNATIONAL SAUSAGE CORP.,
a Michigan corporation


By: George A. Naser
Its: President

\SHERWOOD FOOD DISTRIBUTORS


By:
Its: Partnership Manager