

RECC
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100909252

Tab settings

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

1. Name of conveying party(ies):
The Federated Group, Inc.
(and Federated Foods, Inc., now known as The Federated Group, Inc.)

- Individual(s)
- General Partnership
- Corporation-State of Illinois
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: MRTD 11-30-98

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

Execution Date: October 26, 1998

2. Name and address of receiving party(ies):
Name: The Northern Trust Company

Internal Address: _____

Street Address: One Oakbrook Terrace

City: Oakbrook Terrace State: IL ZIP: 60181

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other An Illinois State Bank

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

(see attached list)

Additional numbers attached? Yes No

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

Name: Edwin A. Getz

Internal Address: Gardner, Carton & Douglas
Suite 3400

Street Address: 321 N. Clark Street

City: Chicago State: IL ZIP: 60610

6. Total number of applications and registrations involved: 55

7. Total fee (37 CFR 3.41):..... \$ 1390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
07-0181

(Attach duplicate copy of this page if paying by deposit account)

11/27/1998 DNGUYEN 00000021 0894253

1390E

01 FC:481 40.00 DP
02 FC:482 1350.00 DP

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.

Edwin A. Getz
Name of Person Signing

Edwin A. Getz
Signature

November 16, 1998
Date

Total number of pages comprising cover sheet: Three

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.

TRADEMARK
REEL: 1815 FRAME: 0419

Trademark Registrations:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
3 RING	0894253	7/7/70	Renewed	Federated Foods, Inc.
3 RING	0938990	7/25/72	Renewed	Federated Foods, Inc.
3 RING	1138009	7/22/80	Registered	Federated Foods, Inc.
A BETTER BUTTER ALTERNATIVE	2060170	5/6/97	Registered Supplemental Register	The Federated Group, Inc.
ARCTIC FARE	1535702	4/18/89	Registered	The Federated Group, Inc.
BETTER VALU	1571428	12/12/89	Registered Supplemental Register	The Federated Group, Inc.
CAN-A-RAMA	1422238	12/23/86	Registered	Federated Foods, Inc.
CAN-A-RAMA	1792886	9/14/93	Registered	Federated Foods, Inc.
CLASSIC	1935739	11/14/95	Registered	The Federated Group, Inc.
CREATE HOLIDAY MEMORIES	1944929	1/2/96	Registered	The Federated Group, Inc.
DEL HAVEN	0961828	6/26/73	Renewed	Federated Foods, Inc.
DEL HAVEN	1142755	12/9/80	Registered	Federated Foods, Inc.
EFFORTLESS ENTREES	2181321	8/11/98	Registered	The Federated Group, Inc.
FF	1259657	11/29/83	Registered	Federated Foods, Inc.
FIESTA FAIR	1955274	2/6/96	Registered	The Federated Group, Inc.
FINE FARE	0988000	7/9/74	Registered	The Federated Group, Inc.
FINE FARE	0988721	7/23/74	Registered	The Federated Group, Inc.
FINE FARE	1022427	10/14/75	Registered	The Federated Group, Inc.
FINE FARE	1059468	2/15/77	Registered	The Federated Group, Inc.
FINE FARE	1142953	12/9/80	Registered	Federated Foods, Inc.
FINE FARE	1151834	4/21/81	Registered	Federated Foods, Inc.
FINE FARE	1244703	7/5/83	Registered	The Federated Group, Inc.
FINE FARE	1283524	6/26/84	Registered	Federated Foods, Inc.
FINE FARE	1814631	1/4/94	Registered	Federated Foods, Inc.
GLEN PARK	1279518	5/29/84	Registered	Federated Foods, Inc.
HY-TOP	1007776	4/1/75	Renewed	The Federated Group, Inc.
HY-TOP	1030925	1/20/76	Renewed	The Federated Group, Inc.
HY-TOP	0646571	6/4/57	Registered	The Federated Group, Inc.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
HY-TOP	0754306	8/6/63	Renewed	Federated Foods, Inc.
HY-TOP	1029490	1/6/76	Renewed	The Federated Group, Inc.
HY-TOP	1068343	6/21/77	Renewed	The Federated Group, Inc.
HY-TOP	1096358	7/11/78	Registered	Federated Foods, Inc.
HY-TOP	1120324	6/19/79	Registered	Federated Foods, Inc.
HY-TOP	1242232	6/14/83	Registered	Federated Foods, Inc.
HY-TOP	1713617	9/8/92	Registered	Federated Foods, Inc.
HY-TOP	2054904	4/22/97	Registered	The Federated Group, Inc.
LEADWAY	1042429	6/29/76	Renewed	The Federated Group, Inc.
LEADWAY	1142548	12/9/80	Registered	Federated Foods, Inc.
MAGIC SHAPES	1933911	11/7/95	Registered	The Federated Group, Inc.
NORWEST	1110171	12/26/78	Registered	Federated Foods, Inc.
PANTRY HOUSE	1857350	10/4/94	Registered	Federated Foods, Inc.
PARADE	0525864	6/6/50	Renewed	Federated Foods, Inc.
PARADE	0723926	11/14/61	Renewed	Federated Foods, Inc.
PARADE	0902602	11/17/70	Registered	Federated Foods, Inc.
PARADE	0917779	8/3/71	Renewed	Federated Foods, Inc.
PARADE	0923279	11/2/71	Renewed	Federated Foods, Inc.
PARADE	1109114	12/19/78	Registered	Federated Foods, Inc.
PARADE	1179695	12/1/81	Registered	Federated Foods, Inc.
PARADE	1491830	6/14/88	Registered	The Federated Group, Inc.
PARADE CLASSIC	2128360	1/13/98	Registered	The Federated Group, Inc.
ROYAL CLASSICS	1575304	1/2/90	Registered	The Federated Group, Inc.
SAVE-IT	1964460	3/26/96	Registered	The Federated Group, Inc.
STAR AND BAR	1462174	10/20/87	Registered	Federated Foods, Inc.
STAR BAND	1223836	1/18/83	Registered	Federated Foods, Inc.
TORNADIC FRUITS	2112911	11/11/97	Registered	The Federated Group, Inc.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made this 26th day of October, 1998, by The Federated Group, Inc. ("Borrower") in favor of The Northern Trust Company ("Lender").

Pursuant to the Loan and Security Agreement, dated October 23, 1998, Lender has agreed, on the terms and conditions set forth therein, to make certain loans and other financial accommodations available to Borrower and Borrower has agreed to secure its obligations thereunder. Lender is willing to make such loans and other financial accommodations available to Borrower only on the condition, among others, that Borrower shall have executed and delivered this Agreement to Lender.

Pursuant to Section 3.2 of the Loan and Security Agreement, Borrower does hereby execute this Trademark Security Agreement to confirm its grant of a security interest in the trademarks and service marks owned by Borrower.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of the Loan and Security Agreement The Loan and Security Agreement and the terms and provisions therein are hereby incorporated in their entirety by this reference thereto. All terms used herein with initial capital letters, but not otherwise defined herein, shall have the meanings specified in the Loan and Security Agreement.
2. Grant of Security Interest Borrower hereby assigns, pledges, transfers, and grants to Lender a continuing security interest in and to all of Borrower's trademarks, service marks, logos, trade names, corporate names, company names, business names, fictitious business names, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower, including without limitation those set forth in Schedule A, attached hereto and incorporated herein by this reference, together with the goodwill of the business associated therewith (collectively referred to as the "Trademarks"), including all contracts and rights and all proceeds relating to the Trademarks, and including the right to seek and recover damages for past, present, and future infringements thereof (all of the preceding collectively referred to as the "Trademark Collateral"), to secure when due the full and punctual payment, performance and observance of Borrower's Liabilities now or hereafter existing under the Loan and Security Agreement and the performance of all covenants and conditions contained in this Agreement, the Loan and Security Agreement or any other agreement, document, or instrument relating hereto or thereto to which Borrower is a party.
3. Title to Trademarks This Trademark Security Agreement is not intended to affect title to the Trademarks which is, or will become, vested in Borrower. Nothing contained herein shall be construed as a license to use the Trademarks.

4. Preservation of Collateral

(a) Borrower shall, unless Borrower and Lender reasonably determine that any of the Trademark Collateral is of insufficient economic value to Borrower to justify such action, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in their current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark with the appropriate notice of its registration on applicable products or services, (iv) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly fail to do any act whereby any Trademark rights may become abandoned or unenforceable, or allow any registration for a Trademark to lapse, (v) prosecute diligently any Trademark application that is pending as of the date of this Agreement or hereafter, until Borrower's Liabilities shall have been paid in full, and (vi) preserve and maintain all rights in and to the Trademark Collateral.

(b) In the event that any of the Trademark Collateral is infringed or misappropriated by a third party, Borrower shall promptly notify Lender after it learns thereof and shall, unless Borrower and Lender shall reasonably determine that such Trademark Collateral is of insufficient economic value to Borrower to justify such action, promptly sue for infringement or misappropriation and recover any and all damages for such infringement or misappropriation, or take such other actions as Borrower reasonably deems appropriate under the circumstances to protect such Trademark Collateral.

(c) Except as permitted by the Loan and Security Agreement, Borrower shall not sell, assign (by operation of law or otherwise) or otherwise dispose of the Trademark Collateral, or create or suffer to exist any lien, security interest, or other charge or encumbrance on or with respect to any of the Trademark Collateral to secure the indebtedness of any person.

(d) Borrower shall pay promptly when due all taxes, maintenance fees, assessments, and governmental charges or levies imposed on, and all claims against, the Trademarks.

5. Representation and Warranties. Borrower hereby represents and warrants as follows:

(a) The Trademarks are subsisting and no registration therefor has been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Borrower's information and belief, each of the Trademarks is valid and enforceable and Borrower has notified Lender in writing of all prior licenses, conveyances, and transfers of which Borrower is aware, and of all suits pending, or litigation threatened, that relate in any way to the Trademark Collateral;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to all of the Trademarks, free and clear of any lien, assignment, mortgage, security interest, charge, or encumbrance, including without limitation licenses and covenants not to sue;

(d) Borrower is not aware of any proceeding (other than application proceedings) in the United States Patent and Trademark Office or any state or federal court regarding Borrower's claim of ownership in any Trademarks, its right to register the same, or its right to keep and maintain such registrations.

6. Further Assurances

(a) Borrower authorizes Lender to record this Agreement in the United States Patent and Trademark Office and to take all other steps as are necessary in the opinion of Lender to perfect the security interest granted herein.

(b) Borrower will (i) promptly notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any state or federal court regarding Borrower's claim of ownership in the Trademarks, its right to register the same, or its right to keep and maintain any such registration; (ii) concurrently with the filing of an application or issuance of a registration for any Trademark, will execute, deliver, and record in all places where this Trademark Security Agreement is recorded, an appropriate grant of security interest in a form acceptable to Lender, which records Lender's security interest in such application or registration as granted herein.

(c) Borrower will furnish to Lender from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Lender may reasonably request, all in reasonable detail.

7. Termination This Agreement shall continue in effect until no obligation or commitment that would give rise to any obligation is outstanding to Lender. Upon termination of this Trademark Security Agreement, Lender will, at the expense of Borrower, execute and deliver to Borrower such documents (without recourse, representation or warranty) as Borrower shall reasonably request to evidence the termination of this Trademark Security Agreement and the release of Trademarks.

8. Choice of Law. This Trademark Security Agreement shall be construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

9. Amendment. No amendment or modification of any provision of this Trademark Security Agreement shall be effected without the written agreement of Lender and Borrower, and no termination or waiver of any provision of this Trademark Security Agreement or a consent to

any departure by Borrower therefrom shall in any event be effective without the written concurrence of Lender.

9. Entire Agreement. This Trademark Security Agreement embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements and understandings of the parties hereto. Notwithstanding the foregoing, the parties acknowledge that this Agreement is entered into pursuant to the Loan and Security Agreement, and the parties agree that in the event of any conflict between the provisions of this Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

IN WITNESS WHEREOF, Borrower has executed this Trademark Security Agreement as of the date first above written.

THE FEDERATED GROUP, INC.

By: David C. Dougherty

Title: CEO

Accepted:

THE NORTHERN TRUST COMPANY

By: Robt A. ...

Title: Vice President

**SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT**

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