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100912075

To the Honorable Commissioner of

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Ventura Foods, LLC
 14840 East Don Julian Road
 City of Industry, CA 91746

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

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

2. Name and address of receiving party(ies)
 Name: The Bank of Tokyo-Mitsubishi, Ltd.
 Internal Address: as collateral agent
 Street Address: 777 S. Figueroa St., Suite 600
 City: Los Angeles State: CA ZIP: 90017

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 20, 1998

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

A. Trademark Application No.(s)
 See attached list.

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: Geoffrey D. Matsunaga
 Internal Address: _____

Street Address: Kagei & Matsunaga
19191 South Vermont Avenue, Ste 420
 City: Torrance State: CA ZIP: 90502

6. Total number of applications and registrations involved: 170

7. Total fee (37 CFR 3.41).....\$ 4,265.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

1 FC:481 40.00 DP
 2 FC:482 4225.00 DP

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.

Geoffrey D. Matsunaga
 Name of Person Signing

Guatunay
 Signature

30NOV98
 Date

Total number of pages including cover sheet, attachments, and document: 14

Conveying Party: Ventura Foods, LLC

Receiving Party: The Bank of Tokyo-Mitsubishi, Ltd.
as collateral agent

Item 4.A

	<u>Mark</u>	<u>Application No.</u> ✓	
1.	CHURN SPREAD	75/017,684	(filed November 10, 1995)
2.	BEST THING SINCE BUTTER	75/220,531	(filed January 2, 1997)
3.	GOLD-N-GLAZE	75/339,236	(filed August 7, 1997)
4.	SG SWEDISH GOLD	75/425,881	(filed January 29, 1998)
5.	MENUMASTERS	75/432,201	(filed February 11, 1998)

Item 4.B

	<u>Trademark</u>	<u>Registration No.</u> ✓
6.	KO-NUT	69,456
7.	MIOLO	126,315
8.	"LOU-ANA"	368,868
9.	FLEX	370,597
10.	FARBEST	518,860
11.	RICHENOL	549,728
12.	EVERGOOD	550,080
13.	VALERIE	561,788
14.	HIDEL	565,271
15.	TABLEKING	574,699
16.	WHITE CAP	590,874
17.	MAR-PARV	604,368
18.	HIGH LIFE	609,216
19.	PERFECTO	614,002
20.	CREAMTEX	622,415
21.	MELVO	622,416
22.	CREAM FLAKE	647,558
23.	NU-MAR	649,809
24.	CAKE-TONE	653,161
25.	SAFFOLA	664,151
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27.	TABLE KING AMERICAS FINEST	678,595
28.	ROYAL SCOT MARGARINE	680,585
29.	NU-SOYA	708,141
30.	VO-PUFF	715,873
31.	GOLDEN CHIP	722,895
32.	GOLD-N-SWEET	740,276
33.	NU-SAFF	756,190
34.	ROYAL SCOT	760,414

35.	FRESH MAID	761,118
36.	GOLDEN MAID	762,837
37.	DELMAR	765,604
38.	SAFFLONAISE	766,009
39.	SAFFOLA	766,815
40.	GOLDEN MAID	766,840
41.	MEL-FRY	774,679
42.	HAPPY VALLEY	783,314
43.	PACIFIC QUEEN	783,315
44.	ROYAL SCOT	784,096
45.	WESTERN BLEND	786,895
46.	RICH 'N EGG	811,418
47.	SATIN GOLD	818,375
48.	MAUNA KEA	845,975
49.	MAUNA KEA	847,674
50.	CHEF'S PRIDE	856,099
51.	ROYAL SCOT OLEOMARGARINE	866,923
52.	DURKO	869,778
53.	TABLE MAID	882,196
54.	W.B. OLD FASHION	888,761
55.	GOURMAY	889,439
56.	CHEF SUPREME	889,801
57.	D	905,927
58.	HYDROL	949,919
59.	PERFECTO	973,541
60.	LOU ANA	989,701
61.	KAOLA GOLD	994,062
62.	VO-POP	1,015,381
63.	SAFFOLA	1,015,902
64.	GOLD 'N' SOFT	1,017,514
65.	DELMAR	1,027,463
66.	COCO-POP	1,043,060
67.	GLO-N-FLO	1,048,627
68.	GOLDEN SPRED	1,080,528
69.	MISCELLANEOUS DESIGN	1,096,895
70.	NU-MAID	1,106,754
71.	NU-MAID	1,106,755
72.	HANDI-POP	1,117,379
73.	CONTAINS GOLDEN SUNFLOWER OIL	1,129,628
74.	HOLSUM	1,131,898
75.	SWEET ROSE	1,184,013
76.	CITATION	1,200,555
77.	FLUID FLEX	1,205,618
78.	TABLE MAID	1,209,909
79.	TABLE MAID	1,214,231
80.	DRESS-ALL	1,239,611
81.	POP-ALL	1,273,739
82.	FRESH MAID	1,276,416
83.	MIAMI BRAND	1,283,525
84.	CHEF'S PRIDE	1,331,075
85.	CHEF'S PRIDE	1,331,076
86.	DRI-POP	1,342,917
87.	PBI	1,357,035
88.	FRESH MAID	1,359,409

89.	POPPIN' TOPPIN'	1,390,988
90.	W WILSEY	1,408,751
91.	WILSEY	1,413,527
92.	WILSEY	1,413,548
93.	W WILSEY	1,417,610
94.	SAFFOLA	1,435,859
95.	SUNBURST	1,453,332
96.	CHURN SPREAD	1,461,153
97.	W	1,473,350
98.	W	1,474,355
99.	SAFFOLA	1,477,916
100.	BREAKTHROUGH	1,511,944
101.	GRADE AA GOLD 'N SWEET	1,517,320
102.	FANCY FRY	1,531,060
103.	PRIDE OF LIFE	1,533,473
104.	BEST O' CORN	1,536,553
105.	BEST O' VEG	1,536,562
106.	SWEET 'N SMOKEY	1,540,743
107.	CLASSIC CUP	1,543,751
108.	FANCY FRY	1,553,055
109.	KITCHEN KANISTER	1,553,896
110.	FANCY BLEND	1,557,014
111.	PHASE	1,559,161
112.	GREGGS	1,563,538
113.	DEPEND-A-FRY	1,563,544
114.	SWEDISH GOLD	1,568,633
115.	OUR BETR FRY	1,570,030
116.	DANISH ROLL IN	1,572,181
117.	CLASSICAL STYLE	1,579,253
118.	POP 'N LITE	1,583,804
119.	EXTEND	1,588,042
120.	COOK'S SECRET	1,589,162
121.	OLIVE GROVE	1,605,793
122.	WHITE CAP	1,607,554
123.	FARBEST	1,608,392
124.	ULTRA-FRY	1,618,921
125.	TRAIL HAND	1,637,731
126.	MOR-GOLD PLUS	1,640,627
127.	GREGG'S	1,646,940
128.	BREAKTHROUGH	1,662,612
129.	GOLDEN TOP	1,674,403
130.	TRAIL HAND	1,676,395
131.	TRAIL HAND	1,676,398
132.	TRAIL HAND	1,679,045
133.	TRAIL HAND	1,679,050
134.	TRAIL HAND	1,679,917
135.	TRAIL HAND	1,679,918
136.	TRAIL HAND	1,679,921
137.	TRAIL HAND	1,680,797
138.	TRAIL HAND	1,683,472
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140.	WHITE CAP	1,696,355
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143.	AWARE	1,727,854
144.	DELMAR	1,731,374
145.	HOLSUM	1,735,063
146.	DELMAR	1,740,027
147.	ALBERT'S	1,745,928
148.	GOLDA'S	1,745,935
149.	DESIGN C200	1,759,212
150.	SALAD CLASSICS	1,779,069
151.	SUNNYBROOK	1,803,340
152.	SAVORY	1,807,757
153.	OLD DUTCH	1,807,769
154.	YOU'LL SAFFOLA	1,833,952
155.	PRIDE OF LIFE	1,838,444
156.	PRIDE OF LIFE	1,842,465
157.	TRIUMPH	1,856,355
158.	YOU'LL SAFFOLA	1,903,681
159.	BREAKTHROUGH	1,905,775
160.	BEST O' VEG	1,913,552
161.	CLASSIC GOURMET	1,921,079
162.	MAR-PARV	1,953,348
163.	L.B. JAMISON'S	1,954,217
164.	CLASSIC GOURMET	2,009,450
165.	CHURN SPREAD	2,026,801
166.	EXTEND-ER	2,112,701
167.	CLASSIC GOURMET	2,116,368
168.	CLASSIC GOURMET	2,127,500
169.	FRESH IDEAS FROM CLASSIC GOURMET	2,160,759
170.	SUN-TIME	2,175,369

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of November 20, 1998, between VENTURA FOODS, LLC, a Delaware limited liability company (the "Grantor") and THE BANK OF TOKYO-MITSUBISHI, LTD., acting through its Los Angeles Branch, in its capacity as collateral agent (in such capacity, the "Agent") for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor has entered into a Credit Agreement dated as of December 18, 1996 (as it may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders named therein (the "Lenders") and The Bank of Tokyo-Mitsubishi, Ltd., Los Angeles Branch, as agent for the Lenders; and

WHEREAS, the obligations of the Grantor under the Credit Agreement are secured pursuant to a Collateral Security and Intercreditor Agreement dated as of December 18, 1996, among the Grantor, the Lenders and the Agent (as it may be amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has requested certain modifications to the Credit Agreement, and the Lenders and the Agent are willing to consent to such modifications subject to (among other things) the execution and delivery by the Grantor of this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and in order to induce the Agent and the Lenders to consent to the modification of the Credit Agreement, the Grantor agrees for the benefit of the Agent as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings ascribed thereto in the Credit Agreement and in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations of the Grantor to the Term Lenders and the Term Agent, the Grantor does hereby assign, mortgage, pledge and hypothecate to the Agent, as additional Term Loan Collateral, all of Grantor's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including without limitation registrations,

recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those referred to in Schedule 1 hereto, and all reissues, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds, products and accessions of and to all of the foregoing and all proceeds of insurance on any and all of the foregoing.

Grantor represents and warrants to the Agent that it is the legal and beneficial owner of all of the Trademark Collateral referred to in Schedule 1 hereto free and clear of any Liens or interests therein of any other Person.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations of the Grantor to the Term Lenders and the Term Agent, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Credit Document. This Agreement is a Credit Document (as defined in the Credit Agreement) executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

VENTURA FOODS, LLC

By Craig Moore
Name: Craig Moore
Title: Sr VP & CFO

THE BANK OF TOKYO-MITSUBISHI, LTD.
Los Angeles Branch, as collateral agent

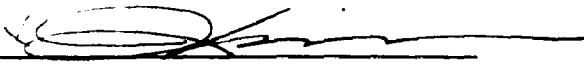
By _____
Name:
Title:

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VENTURA FOODS, LLC

By _____
Name:
Title:

THE BANK OF TOKYO-MITSUBISHI, LTD.
Los Angeles Branch, as collateral agent

By 
Name: Masato Sekino
Title: Deputy General Manager

State of California)

County of Los Angeles)

On November 20, 1998, before me, Sonja Y. Sellers ~~George Moore~~, Notary Public, personally appeared CRAIG MOORE, personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



Sonja Y. Sellers

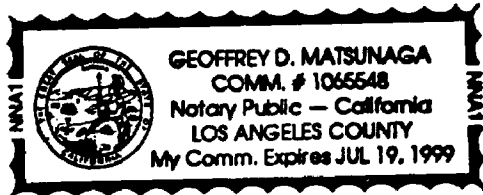
State of California)

County of Los Angeles)

On November 23, 1998, before me, Geoffrey Matsunaga, Notary Public, personally appeared Masato Sekino, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

[seal]

WITNESS my hand and official seal.



Geoffrey Matsunaga

Trademarks and Trademark Applications Owned by Grantor

	<u>Mark</u>	<u>Registration/ Application No.</u>
1.	KO-NUT	69,456
2.	MIOLO	126,315
3.	"LOU-ANA"	368,868
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92.	W	1,473,350
93.	W	1,474,355
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95.	BREAKTHROUGH	1,511,944
96.	GRADE AA GOLD 'N SWEET	1,517,320
97.	FANCY FRY	1,531,060
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147.	SAVORY	1,807,757

TRADEMK. SEC

111998

-7-

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 1816 FRAME: 0766

148.	OLD DUTCH	1,807,769	
149.	YOU'LL SAFFOLA	1,833,952	
150.	PRIDE OF LIFE	1,838,444	
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