FORM PTO-1594
1-31-92

MRO 10·21·98

Tab settings → → →

RECO
TI

10-30-1998

100864797

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECEIVED
OCT 2 3

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

1. Name of conveying party(ies): AURORA FOODS INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐√ Corporation-State (Delaware)
☐ Other _____

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: 200 Jericho Quadrangle
City: Jericho State: New York ZIP: 11753

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐√ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐√ No
(Designation 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: July 1, 1998

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

A. Trademark Application No.(s) see attached Schedule I & II

B. Trademark Registration No.(s) see attached Schedule I & II

Additional numbers attached? ☐√ Yes ☐ No

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

Name: Lori E. Lesser, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41): $865.00
☐√ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

_____

(Attached 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.

Lori E. Lesser, Esq.	Lori E. Lesser	10-21-98
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 34

10/29/1998 DHBUTEN 00000030 73080217
01 FC:481 40.00 OP
02 FC:482 825.00 OP

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

SCHEDULE I & II
TO
PATENT AND SECURITY AGREEMENT

See attached.

COMBINED SCHEDULED OF INTELLECTUAL PROPERTY FOR
AURORA FOODS, INC. & VAN DE KAMP'S, INC.

SUMMARY OF TRADEMARKS
AURORA FOODS INC

I. UNITED STATES REGISTRATIONS

1. Registered Trademarks

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
1887					
United States	Aurora Foods Inc	73/080217 (3/15/76)	1053030 (11/16/1976)	30	Renewal due 11/16/06.
COUNTRY KITCHEN					
United States	Aurora Foods Inc	73/039091 (12/9/74)	1017558 ((8/5/1975)	30	Renewal due 8/5/05.
COUNTRY KITCHEN LITE					
United States	Aurora Foods Inc	74/089203 (8/17/90)	1742433 (12/22/1992)	30	Section 8 & 15 due 12/22/98. Renewal due 12/22/02.
DESIGN ONLY					
United States	Aurora Foods Inc.	73/188791 (10/10/78)	1138877 (8/19/80)	30	Next renewal due 8/19/00.
DESIGN ONLY					
United States	Aurora Foods Inc.	74/320409 (10/5/92)	1944425 (12/26/95)	30	Section 8 & 15 due 12/26/01. Renewal due 12/26/05.

1

RA 0-377903.1

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
United States	Aurora Foods Inc	72/061281 (10/24/58)	703621 (8/30/1960)	30	Renewal due 8/30/00
DUNCAN HINES					
United States	Aurora Foods Inc	74/619734 (1/10/95)	1942711 (12/19/95)	30	Section 8 & 15 due 12/19/01. Renewal due 12/19/05
United States	Aurora Foods Inc	73/421154 (4/11/83)	1299761 (10/9/84)	30	Renewal due 10/9/04.
United States	Aurora Foods Inc	72/245195 (5/9/66)	835567 (9/19/67)	30	Renewal due 9/19/07.
DUNCAN HINES ANGEL CUPS					
United States	Aurora Foods Inc	74/620746 (1/13/95)	2001913 9/17/96)	30	Section 8 & 15 due 9/17/02. Renewal due 9/17/06
DUNCAN HINES CHOCOLATE LOVERS'					
United States	Aurora Foods Inc	74/250359 (2/27/92)	1788936 (8/17/93)	30	Section 8 & 15 due 8/17/99. Renewal due 8/17/03
DUNCAN HINES CHOCOLATE LOVERS' EXXTRA					
United States	Aurora Foods Inc	74/435364 (9/10/93)	1907900 (7/25/95	30	Section 8 & 15 due 7/25/01. Renewal due 7/25/05
DUNCAN HINES KIDS CUPS					
United States	Aurora Foods Inc	74/620747 (1/13/95)	2001914 (9/17/96)	30	Section 8 & 15 due 9/17/02. Renewal due 9/17/06
EARLY AMERICAN					

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0118

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
United States	Aurora Foods Inc	72/079119 (8/6/59)	700639 (7/5/60)	30	Renewal due 7/5/00
GET IT ALL					
United States	Aurora Foods Inc	75/126114 (6/27/97)	2151334 (4/14/98)	30	Section 8 & 15 due 4/14/04. Renewal due 4/14/08.
GUSTO TANTO QUE TODOS SIEMPRE QUIEREN UN POQUITO MAS					
United States	Aurora Foods Inc	74/117037 (11/20/90)	1704340 (7/28/1992)	30	**Section 8 & 15 due 7/28/98.** Renewal due 7/28/02.
HOT SPOTS					
United States	Aurora Foods Inc	74/245289 (2/11/92)	1778453 (6/22/93)	30	Section 8 & 15 due 6/22/99. Renewal due 6/22/03.
KITCHEN CONNECTION					
United States	Aurora Foods Inc	74/246225 (2/12/92)	1752489 (2/16/93)	30	Section 8 & 15 due 2/16/99. Renewal due 2/16/03.
LOG CABIN					
United States	Aurora Foods Inc	71/428282 (2/6/40)	383316 (12/3/1940)	30	Renewal due 12/3/00.
United States	Aurora Foods Inc	71/009380 (6/29/1905)	61962 (4/9/1907)	30	Renewal due 4/9/07.
LOG CABIN (Stylized)					
United States	Aurora Foods Inc	71/625266 (2/20/52)	563478 (8/26/1952)	30	Renewal due 8/26/02.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0119

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
LOG CABIN LITE					
United States	Aurora Foods Inc	74/051207 (4/19/90)	1679044 (3/10/1992)	30	Renewal due 3/10/02. Section 8 & 15 filed and accepted 5/16/97.
MOIST DELUXE					
United States	Aurora Foods Inc	74/055954 (5/4/90)	1693787 (6/9/92)	30	**Section 8 & 15 due 6/9/98**. Renewal due 6/9/02
MRS. BUTTERWORTH					
2 United States	Aurora Foods Inc.	72/445454 (1/8/73)	970903 (10/16/73)	30	Next renewal due 10/16/03.
MRS. BUTTERWORTH'S					
3 United States	Aurora Foods Inc.	74/528571 (5/24/94)	1991734 (8/6/96)	30	Section 8 & 15 due 8/6/02. Renewal due 8/6/06.
4 United States	Aurora Foods Inc.	74/215550 (10/24/91)	1834816 (5/3/94)	30	Section 8 & 15 due 5/3/00. Renewal due 5/3/04.
5 United States	Aurora Foods Inc.	74/075557 (7/5/90)	1909380 (8/1/95)	30	Section 8 & 15 due 8/1/01. Renewal due 8/1/05.
6 United States	Aurora Foods Inc.	74/075552 (7/5/90)	1778443 (6/22/93)	30	Section 8 & 15 due 6/22/99. Renewal due 6/22/03.
7 United States	Aurora Foods Inc.	74/075551 (7/5/90)	1850392 (8/16/94)	30	Section 8 & 15 due 8/16/00. Renewal due 8/16/04.
8 United States	Aurora Foods Inc.	72/247039 (6/1/66)	831942 (7/11/67)	30	Next renewal due 7/11/07.
9 United States	Aurora Foods Inc.	72/100852 (7/14/60)	722714 (10/10/61)	30	Next renewal due 10/10/01. This mark is currently registered on the Supplemental

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0120

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
					Register, consider petitioning PTO to transfer to Principle Register.
MRS. BUTTER-WORTH'S SYRUP COUNTRY BEST RECIPE MADE WITH CINNAMON & VANILLA					
United States	Aurora Foods Inc.	74/657114 (3/14/95)	1974849 (5/21/96)	31	Section 8 & 15 due 5/21/02. Renewal due 5/21/06.
TASTES SO GOOD EVERYBODY ALWAYS WANTS A LITTLE BIT MORE					
United States	Aurora Foods Inc.	74/117039 (11/20/90)	1816441 (1/11/94)	30	Section 8 & 15 due 1/11/00. Renewal due 1/11/04.
TOWLE'S					
United States	Aurora Foods Inc	72/061282 (10/24/58)	681917 (7/14/1959)	30	Renewal due 7/14/99.
WIGWAM					
United States	Aurora Foods Inc	71/037448 (9/17/1908)	74056 (6/15/1909)	30	Renewal due 6/15/09.
WIGWAM & DESIGN					
United States	Aurora Foods Inc	72/109577 (12/5/60)	722893 (10/17/1961)	30	Renewal due 10/17/01.
WIGWAM (Stylized)					
United States	Aurora Foods Inc	71/625733 (2/29/52)	566734 (11/11/1952)	30	Renewal due 11/11/02.

10

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0121

2. Pending U.S. Applications

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CLASS	STATUS
IN THE HEART OF EVERY HOME THERE"S A LITTLE LOG CABIN					
(11) United States	Aurora Foods Inc	75/441743 (2/27/98)		30	New application pending.

3. Cancelled/Expired U.S. Registrations

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CL.	STATUS
DUNCANS CUPS					
(12) United States	Aurora Foods Inc	74/078709 (7/16/90)	1646990 (6/4/91)	30	Cancelled. Failure to file Section 8 affidavit of continued use.
DUNCAN HINES RECIPES & MORE					
(13) United States	Aurora Foods Inc	74/071204 (6/20/90)	1658958 (10/1/91)	30	Cancelled 4/6/98. Failed to file Section 8 affidavit of continued use.
LOG CABIN					
United States	Aurora Foods Inc	72/031300 (6/4/57)	660202 (4/1/1958)	29	**Renewal due 4/1/98.**
MOIST & EASY					
United States	Aurora Foods Inc	73/024242 (6/14/74)	1087032 (3/7/78)	30	Cancelled. Failed to file renewal.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0122

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CL.	STATUS
POLKA DOT					
(14) United States	Aurora Foods Inc	73/789898 (3/29/89)	1665162 (11/19/91)	30	Cancelled 5/25/98. Failure to file Section 8 affidavit of continued use.

II. FOREIGN TRADEMARKS

1. Registrations & Applications

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Albania		LOG CABIN	N/A	4822 (10/27/90)	N/A	
Australia	Kraft Foods Inc.	LOG CABIN	N/A	A316371 (3/9/78)	N/A	
	Kraft Foods Inc	LOG CABIN & Design	N/A	A316372 (3/9/78)	N/A	
	Kraft Foods Inc	TOWLE'S LOG CABIN & Picture	N/A	A29404 (9/27/20)	N/A	
Austria	Kraft General Foods Inc	LOG CABIN	N/A	133990 (12/14/90)	N/A	
Bangladesh	Kraft Food Inc	LOG CABIN & Design	N/A	3677 (7/22/66)	N/A	
Bulgaria	Kraft Foods Inc	LOG CABIN	N/A	19145 (9/11/90)	N/A	
	Kraft Foods	LOG CABIN in Cyrillic	N/A	19861	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0123

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc			(10/10/90)		
Canada	Aurora Foods Inc	BAKE SOMEONE HAPPY & Design	487930 (6/4/82)	319562 (10/17/86)	30	Renewal due 10/17/01
	Aurora Foods Inc	BAKE SOMEONE HAPPY	441710 (6/28/79)	313649 (4/25/86)	30	Renewal due 4/25/01
	Aurora Foods Inc	BAKERY STYLE	553567 (11/29/85)	326207 (4/10/87)	30	Renewal due 4/10/02
	Aurora Foods Inc	BLANC-PRINCESSE	293299 (11/19/65)	147760 (10/28/66)	30	Renewal due 10/28/11
	Aurora Foods Inc	CERISETTE	273238 (1/2/63)	132074 (7/26/63)	30	Renewal due 7/26/08
	Aurora Foods Inc	CHOCO-REGAL	662113 (7/13/90)	400284 (7/17/92)	30	Renewal due 7/17/07
	Aurora Foods Inc	CHOCO-RICHE	274697 (3/26/63)	132809 (9/20/63)	30	Renewal due 9/20/08
	Aurora Foods Inc	CITRONNETTE	273297 (1/4/63)	131264 (5/31/63)	30	Renewal due 5/31/08
	Aurora Foods Inc	DELUXE II	493206 (10/8/82)	283534 (9/23/88)	30	**Renewal due 9/23/98**
	Aurora Foods Inc	DUNCANS	635650 (7/5/89)	391512 (12/13/91)	30	Renewal due 12/13/06
	Aurora Foods Inc	DUNCANS CUPS	688103 (8/20/91)	417812 (10/8/93)	30	Renewal due 10/8/08
	Aurora Foods Inc	DUNCAN HINES & Design	317351 (11/5/68)	165124 (9/12/69)	30	Renewal due 9/12/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0124

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Aurora Foods Inc	DUNCAN HINES	317350 (11/5/68)	165123 (9/12/69)	30	Renewal due 9/12/99
	Aurora Foods Inc	DUNCAN HINES Design	599291 (1/19/88)	392473 (1/10/92)	30	Renewal due 1/10/07
	Aurora Foods Inc	DUNCAN HINES & Design	317352 (11/5/68)	165125 (9/12/69)	30	Renewal due 9/12/99
	Aurora Foods Inc	DUNCAN HINES ANGEL CUPS	791015 (8/24/95)		30	Registration fee due 8/24/98
	Aurora Foods Inc	DUNCAN HINES CHOCOLATE LOVERS'	777099 (3/6/95)		30	Registration fee due 3/6/98
	Aurora Foods Inc	DUNCAN HINES CHOCOLATE GOURMET	565208 (6/26/86)	347367 (11/4/88)	30	Renewal due 11/4/03
	Aurora Foods Inc	DUNCAN HINES DELIGHTS	660592 (6/25/90)	433816 (9/30/94)	30	Renewal due 9/30/09
	Aurora Foods Inc	DUNCAN HINES DE-LITES	617105 (10/12/88)	362857 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods Inc	DUNCAN HINES DESSERT LEGER	617106 (10/12/88)	362904 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods Inc	DUNCAN HINES KIDS CUPS	791014 (8/24/95)		30	Registration fee due 8/24/98
	Aurora Foods Inc	DUNCAN HINES TIARA	580197 (3/17/87)	362718 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods	GET IT ALL	817086		30	Registration fee due 7/4/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0125

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc		(7/4/96)			
	Aurora Foods Inc	LAISSEZ-VOUS TENTER	509152 (9/8/83)	294667 (8/31/84)	30	Renewal due 8/31/99
	Kraft Canada Inc	LOG CABIN	282926 (6/11/64)	140287 (5/14/65)	30	Renewal due 5/14/10
	Kraft Canada Inc	LOG CABIN MAPLE SYRUP & DESIGN	38742	TMA7361 (5/31/1900)	30	Renewal due 5/31/05
	MBW Foods Inc	MRS. BUTTERWORTH'S	511836 (11/4/83)	321105 (11/28/86)	30	Renewal due 11/28/01. Change of name to Aurora Foods Inc need to be recorded.
	MBW Foods Inc	MRS. BUTTERWORTH'S & Design	512785 (11/4/83)	321578 (12/12/86)	30	Renewal due 12/12/01. Change of name to Aurora Food Inc need to be recorded.
	Aurora Foods Inc	MOIST DELUXE	656426 (5/2/90)	396943 (4/10/92)	30	Renewal due 5/2/07
	Aurora Foods Inc	ORIGINAL FUDGE	557687 (2/20/86)	339040 (4/8/88)	30	Renewal due 4/8/03
	Aurora Foods Inc	PANTASTIC	378847 (9/16/74)	213921 (5/21/76)	30	Renewal due 5/21/06
	Aurora Foods Inc	PRINCESS WHITE	293234 (11/17/65)	145212 (5/6/66)	30	Renewal due 5/6/11
	Aurora Foods Inc	YEARS AHEAD IN CAKE ENJOYMENT	367121 (8/10/73)	200237 (6/28/74)	30	Renewal due 6/24/04
Chile	Kraft Foods Inc.	LOG CABIN#	N/A	326321 (9/4/37)	N/A	
China	Kraft Foods	LOG CABIN	N/A	163933	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0126

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc.			(10/30/82)		
Colombia	Kraft Foods Inc	LOG CABIN	N/A	144500 (9/27/93)	N/A	
Costa Rica	Kraft Foods Inc	LOG CABIN	N/A	29543/2370 1 (4/30/64)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	48945/616 (3/11/75)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	29544/2370 2 (4/30/64)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	49153/634 (4/10/75)	N/A	
Cuba		LOG CABIN Design	N/A	107109 (1/3/64)	N/A	
		TOWLE'S	N/A	106548 (6/14/63)	N/A	
Czech Republic	Kraft Foods Inc	LOG CABIN	N/A	169181 (9/3/90)	N/A	
El Salvador		LOG CABIN	N/A	11628 (10/5/64)	N/A	
		LOG CABIN & Bottle Design	N/A	12021 (2/18/65)	N/A	
		LOG CABIN Bottle Design	N/A	48 (3/17/75)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0127

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
		LOG CABIN Label	N/A	150 (8/12/75)	N/A	
France	Kraft General Foods Inc	LOG CABIN	N/A	1475391 (8/13/68)	N/A	
Germany	Kraft General Foods Inc	LOG CABIN	N/A	652684 (9/11/90)	N/A	
	Kraft General Foods inc	LOG CABIN	N/A	1181776 (9/5/90)	N/A	
Guatemala		LOG CABIN	N/A	15824 (4/23/65)	N/A	
		LOG CABIN & Design	N/A	15823 (4/23/65)	N/A	
		LOG CABIN BOTTLE Design	N/A	32858(32859) (8/16/77)	N/A	
		LOG CABIN BOTTLE Design	N/A	42468 (12/21/81)	N/A	
		LOG CABIN Label	N/A	35024 (7/17/78)	N/A	
Honduras	Kraft Foods Inc	LOG CABIN	N/A	14148 (5/17/67)	N/A	
	General Foods Corp	LOG CABIN Bottle Design	N/A	22116 (4/28/75)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	22586 (11/10/75)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0128

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Hungary	Kraft Foods Inc	LOG CABIN	N/A	131326 (9/6/90)	N/A	
India	General Foods Corp	LOG CABIN & Design	N/A	2350 (7/22/42)	N/A	
Indonesia	General Foods Corp	LOG CABIN	N/A	246490 (6/13/79)	N/A	
Ireland	Kraft Foods Inc	LOG CABIN	N/A	33502 (12/20/28)	N/A	
Jamaica	Kraft Foods Inc	LOG CABIN	N/A	10394 (1/4/65)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	11002 (10/14/65)	N/A	
Japan	Kraft Foods Inc	LOG CABIN	N/A	2693474 (8/31/94)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2575176 (9/30/93)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2622945 (2/28/94)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2674733 (6/29/94)	N/A	
Jordan	General Foods Corp	LOG CABIN	N/A	5257 (5/21/60)	N/A	
Kuwait	Kraft General Foods Inc	LOG CABIN	N/A	31203 (6/4/95)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0129

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Lebanon	Kraft General Foods Inc	LOG CABIN	N/A	54551 (5/13/60)	N/A	
Libya		LOG CABIN	N/A	10236 (5/27/81)	N/A	
New Zealand	Kraft General Foods Inc	LOG CABIN	N/A	35245 (9/10/36)	N/A	
Nicaragua	Kraft Foods Inc	LOG CABIN	N/A	13887 (12/14/64)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	3105RPI (4/29/75)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	3104RPI (4/29/75)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	13886 (12/14/64)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	4327RPI (10/22/75)	N/A	
Oman	Kraft Foods Inc	LOG CABIN & Arabic	N/A	10018 (6/25/94)	N/A	
Pakistan		LOG CABIN & Design	N/A	12684 (7/22/42)	N/A	
Panama	Kraft Foods Inc	LOG CABIN	N/A	5602 (2/24/58)	N/A	
	Kraft Foods Inc	LOG CABIN & Design	N/A	8803 (7/12/65)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0130

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	General Foods Corp	LOG CABIN Label	N/A	24520 (3/21/80)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	20984 (2/24/58)	N/A	
Papua New Guinea		TOWLE'S LOG CABIN	N/A	A52732 (3/30/81)	N/A	
Peru	Kraft General Foods Inc	LOG CABIN	N/A	97046 (5/5/92)	N/A	
Philippines	Kraft Foods Inc	LOG CABIN Design	N/A	2712 (10/2/61)	N/A	
Poland	Kraft Foods Inc	LOG CABIN	N/A	69940 (9/12/90)	N/A	
Puerto Rico	Kraft General Food Inc	LOG CABIN & Design	N/A	521 (3/14/18)	N/A	
	Kraft General Food Inc	LOG CABIN & Design	N/A	14421 (7/31/67)	N/A	
	MBW Foods Inc	MRS. BUTTERWORTH	N/A	6916 (10/16/73)	30	
Qatar		LOG CABIN	N/A	12817 (1/18/95)	N/A	
Romania	Kraft General Foods Inc	LOG CABIN	N/A	16582 (10/10/90)	N/A	
Russia	Kraft Foods Inc	LOG CABIN	N/A	96953 (10/26/90)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0131

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Kraft Foods Inc	LOG CABIN in Cyrillic	N/A	96954 (10/26/90)	N/A	
Saudi Arabia		LOG CABIN	N/A	25621 (7/2/94)	N/A	
		LOG CABIN in Arabic	N/A	25623 (7/2/94)	N/A	
Slovak Republic	Kraft General Foods Inc	LOG CABIN	N/A	169181 (9/3/90)	N/A	
South Africa	Kraft Foods Inc.	LOG CABIN	N/A	1103/50/1 (4/27/50)	N/A	
	Kraft Foods Inc	LOG CABIN	N/A	1103/50/2 (4/27/78)	N/A	
Switzerland	Kraft General Foods Inc	LOG CABIN	N/A	384409 (9/11/90)	N/A	
Taiwan	Kraft Foods Inc.	LOG CABIN	N/A	425142 (1/10/89)	N/A	
United Kingdom	Kraft Foods Inc	LOG CABIN & Picture	N/A	227892 (12/20/1899)	N/A	
Uruguay	General Foods Corp	LOG CABIN & Design With Word TOWLE'S	N/A	161688 (4/5/60)	N/A	
Venezuela	General Foods Corp	LOG CABIN	N/A	27592 (5/6/53	N/A	
	General Foods Corp	LOG CABIN Design	N/A	34817F (7/29/58)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0132

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Vietnam	No Information	LOG CABIN	N/A	N/2318/96 (6/10/96)	N/A	
Western Samoa		LOG CABIN	N/A	252 (9/10/64)	N/A	
Yugoslavia	Kraft General Foods Inc	LOG CABIN	N/A	Z-1562/90 (8/31/90)	N/A	

2. Expired/Cancelled Foreign Trademarks

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Canada	Aurora Foods	SUPERIOR TASTE	660079 (6/18/90)		32	Abandoned 11/27/91.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0133

VI. PATENTS

1. Registered U.S. Patents

OWNER	TITLE	PAT./APPL. NO.	ISSUE DATE
Aurora Foods Inc	Cookie scoop having pneumatic diaphragm	4,191,517	03/04/80
Aurora Foods Inc	Dry cake mix especially formulated for the microwave	4,396,635	08-02-83
Aurora Foods Inc	Propylene glycol ester/polyglycerol ester shortening	4,456,626	10-25-82
Aurora Foods Inc	Microwave cake mix with lipophilic emulsifiers	4,419,377	03-22-82
Aurora Foods Inc	Process for co-milling edible fiber for use in foods	4,865,863	09-12-89
Aurora Foods Inc	Use of emulsifier to reduce chip bleed in baked goods	4,732,767	03-22-88
Aurora Foods Inc	Moister brownies made with citrus absorbent material	7,774,099	09-27-88
Aurora Foods Inc	Method simultaneously microwave heating or baking	5,106,635	04-21-92
Aurora Foods Inc	Process for making low-fat pie crust from two doughs	5,466,476	11-14-95
Aurora Foods Inc	Nonmetallic baking pan of nonuniform thickness	5,094,706	03-10-92
Aurora Foods Inc	Laminated low-fat pastry dough	5,221,546	06-22-93
Aurora Foods Inc	Pie or pastry crust made from laminated dough	5,342,642	08-30-94
Aurora Foods Inc	Controlled Heating Baking Pan	5,004,121	04-02-91

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0134

Aurora Foods Inc	Texture Equilibration in Cookies	4,892,745	01-09-90
Aurora Foods Inc	Improved emulsifier for cookies	4,680,184	07-14-87
Aurora Foods Inc	Control of browning reaction in baked goods by adding emulsifier	4,650,686	03-17-87
Aurora Foods Inc	Dual texture cookie product containing narrow melting range shortening	4,664,921	05-12-87
Aurora Foods Inc	Mixing process for cookies with storage stable texture variability	4,668,522	05-26-87
Aurora Foods Inc	Confectionery cremes	4,610,884	09-09-86
Aurora Foods Inc	Dough rolling process for laminated cookies	4,584,203	04-22-86
Aurora Foods Inc	Dough rolling apparatus for laminated cookies	4,511,318	04-16-85
Aurora Foods Inc	Dough and cookie providing storage-stable texture variability	4,455,333	06-19-84

2. Licensed Patents & Applications

Aurora Foods Inc	Microwave oven cooking vessel which will close	4,144,435	03-14-79
Aurora Foods Inc	Dynamic microwave energy moderator	4,228,334	10-14-80
Aurora Foods Inc	Sodium-free salt substitute	4,243,691	05-18-79
Aurora Foods Inc	Alpha-L-aspartyl-D-phenylglycine esters and amides	4,692,512	09-08-87
Aurora Foods Inc	Flavor system having high chocolate flavor system	4,707,365	11-17-87
Aurora Foods Inc	Alpha-L-aspartyl-D-heteroaromatic glycine derivative	4,692,513	09-08-87

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0135

Aurora Foods Inc	Microwave food carton having integral layer-divider	5,049,710	09-17-91
Aurora Foods Inc	Microwave susceptor incorporating a coating material	5,343,024	08-30-94
Aurora Foods Inc	Process for making improved MW susceptors	USSN08/580676	Filed 12/29/95
	Improved MW susceptor	USSN08/580677	Filed 12/29/95
	Flexible compartmented package that stands upright having side wall and rupturable seal	USSN TBD	Filed 5/30/97
	Shelf-stable complete pre-mixes that are combinable to form ready-to-cook mixes or food beverage products	USSN TBD	Filed 5/30/97
	Flexible compartmented package that stands upright having rupturable seal and connecting strap	USSN TBD	Filed 5/30/97

3. Corresponding Licensed Foreign Patents & Applications

US Appln./Pat. No.	Corresponding Foreign Appln./Pat. No.	Filing Date (Grant Date)	Expiration Date
4707365	CA1287251	(8/6/91)	8/6/08
	JP61-131040	6/5/86	
5049710	AU640981	(1/7/94)	11/26/10
	CA2068331	(1/9/94)	11/26/10
	EPO1901480.3	11/26/97	11/26/10
	JP3-501934	11/26/90	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0136

5343024	AT91203179.6 BE9120317906 CA2057641-3 CH91203179.6 DE91203179.6 DK91203179.6 ES91203179.6 FR9120317906 GB91203179.6 GR91203179.6 IT91203179.6 LU91203179.6 NL91203179.6 SE91203179.6	(9/13/95)	12/5/11
08/580676	PCTUS96/20350, EPO	12/20/96	12/20/16
08/580677	PCTUS96/20351, EPO	12/20/96	12/20/16

4. Foreign Applications & Registered Patents

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
4191517	CA1122066	4/20/82	4/20/99
4396635	CA1140800	2/8/83	2/8/00
4456626	CA1192080	8/20/85	8/20/02
4419377	CA1189384	6/25/85	6/25/02
4865863	CA1293644	12/31/91	12/31/08
4732767	CA1323797	11/2/93	11/2/10
4774099	CA1331933	9/13/94	9/13/11
5106635	CA2028345	(1/17/95)	10/23/10

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0137

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
	AT0438203, BE0428203 CH0428203, DE0428203 DK0428203, FR0428203 GB0428203, LU0428203 NL0428203	(1/18/95)	11/5/10
	USSN08/085471	6/30/93	
5466476	CA2075977-1	3/1/91	3/1/11
5221546	CA2070220	6/4/96	6/4/12
5342642	CA2070219-2	(6/2/92)	6/2/12
4680184	CA1287254	8/6/91	8/6/08
4650686	CA1249478	1/31/89	1/31/06
4664921	CA1289409	9/24/91	9/24/08
4668522	CA1237071	5/24/88	5/25/05
4610884	CA1217378	2/3/87	2/3/04
4584203	CA1213171	10/28/86	10/28/03
4511318	CA1208081	7/22/86	7/22/03
4455333	ES533055, ES533056	12/14/84	12/14/04
	AT0031718, BE0031718 CH0031718,DEP3071957.4 FR0031718, GB0031718 IT0031718, NL0031718 SE0031718	4/29/87	12/23/00
	AU546310, IE52752	5/2/90	12/30/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0138

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
	CA1160898	1/24/84	1/24/01
	ES498143	11/23/84	11/23/04
	JP1584414	4/29/87	12/26/00
	PH17008	5/11/84	5/11/01
	CA1186174		4/30/02
4892745	AU41654	4/24/85	4/24/01
	JP60-095875	5/4/85	5/4/05
	NL85303114.4	5/2/85	8/1/08
	CA4860643, DEP3578946.8-0	5/2/85	9/26/06
	BE85303114.4 FR85303114.4 GB85303114.4 IT90-50991-BE	5/2/85	5/2/05

5. Patents Not On Schedule

OWNER	TITLE	PAT./APPLN. NO.	ISSUE DATE
Aurora Foods Inc	Composition and method for producing nonadherent dough for baked goods	4,374,863	02-22-83
Aurora Foods Inc	Composition and method providing soft flavor chips in aged baked goods	4,360,534	11-23-82

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0139

OWNER	TITLE	PAT./APPLN. NO.	ISSUE DATE
Aurora Foods Inc	Enzyme containing single-dough cookie having storage stable texture	4,344,969	08-17-82
Aurora Foods Inc	Hollow handle cookie scoop with invertible membrane	D261,972	11-24-81

SUMMARY OF TRADEMARKS

Van de Kamp's, Inc. Trademarks

I. United States

1. Registrations

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
ABBONDANZA					
(15) United States	Van de Kamps Inc.	73/321012 (7/27/81)	1230161 (3/8/83)	30	Renewal due 3/8/03
BEACH HAVEN					
(16) United States	Van de Kamps Inc.	73/195762 (12/6/78)	1136344 (5/27/80)	29	Renewal due 5/27/00
CELESTE					
(17) United States	Van de Kamps Inc.	72/364617 (7/8/70)	904414 (12/15/70)	29, 30	Renewal due 12/15/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0140

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
COUNTRY SEASONED (Design)					
18 United States	Van de Kamps Inc.	73/210261 (4/4/79)	1141406 (11/11/80)	29	Renewal due 11/11/00
CREATE A SAUCE MIX					
19 United States	Van de Kamps Inc.	72/414229 (2/1/72)	945494 (10/17/72)	30	Renewal due 10/17/02. **This mark is on the Supplemental Register consider abandoning in favor of the stronger mark already on the Principle Register.**
20 United States	Van de Kamps Inc.	73/217065 (5/24/79)	1202912 (7/27/82)	30	Renewal due 7/27/02
FISH-O-SAURS					
21 United States	Van de Kamps Inc.	74/437722 (9/20/93)	1917091 (9/5/95)	14, 16	Section 8 & 15 due 9/5/01. Renewal due 9/5/05
HEALTHY TREASURES					
22 United States	Van de Kamps Inc.	74/201923 (9/9/91)	1766856 (4/20/93)	29	Section 8 & 15 due 4/20/99. Renewal due 4/20/03
LA CREME					
23 United States	Van de Kamps Inc	73/200818 (1/22/79)	1228607 (2/22/83)	29	Renewal due 2/22/03.
MRS. PAUL'S					
24 United States	Van de Kamps Inc.	72/031994	663544	29	Next renewal due 6/24/08. Assignment recorded

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0141

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
		(6/14/57)	(6/24/58)		June 24, 1996 on Reel/Frame: 1448/0402.
MRS. PAUL'S (stylized)					
25 United States	Van de Kamps Inc.	72/391717 (5/11/71)	949434 (12/26/72)	29	Next renewal due 12/26/02. Assignment recorded June 24, 1996 on Reel/Frame 1448/0402.
MRS. PAUL'S (and design)					
26 United States	Van de Kamps Inc.	74/723266 (8/31/95)	2011744 (10/29/96)	29	Section 8 & 15 due 10/29/02. Renewal due 10/29/06. Assignment recorded June 24, 1996 on Reel/Frame: 1448/0402.
PORTRAIT DESIGN					
27 United States	Van de Kamps Inc.	73/838967 (11/14/89)	1606597 (7/17/90)	30	Renewal due 7/17/00
SEA PALS					
28 United States	Van de Kamps Inc.	74/275931 (5/18/92)	1805466 (11/16/93)	29	Section 8 & 15 due 11/16/99. Renewal due 11/16/03
VAN DE KAMP'S (Stylized)					
29 United States	Van de Kamps Inc.	73/271993 (7/28/80)	1200559 (7/6/82)	29, 30	Renewal due 7/6/02
VAN DE KAMP'S					
30 United States	Van de Kamps Inc.	72/119509 (5/8/61)	734635 (7/17/62)	30	Renewal due 7/17/02

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0142

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
VAN DE KAMP'S (Stylized)					
31 United States	Van de Kamps Inc.	71/527028 (7/5/47)	552927 (1/8/52)	30	Renewal due 1/8/02
WINDMILL DESIGN					
32 United States	Van de Kamps Inc.	72/267881 (3/30/67)	842549 (1/16/68)	30	Renewal due 1/16/08

2. Applications

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
MRS. PAUL'S					
33 United States	Van de Kamps Inc.	75/454044 (3/20/98)		30	Pending Application.

3. State Registrations

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
VAN DE KAMP'S					
Washington State	Van de Kamps Inc.		30-R (9/19/55)	30	Renewal due 9/19/01
California State	Van de Kamps Inc.		62086 (8/12/80)	30	Renewal due 8/12/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0143

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
WINDMILL DESIGN					
Washington State	Van de Kamps Inc.		31R (9/21/55)	30	Renewal due 9/19/01

4. Expired/Cancelled/Abandoned

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
EVERYTHING YOU LIKE AND PLENTY OF IT!					
United States	Van de Kamps Inc.	73/091445 (6/24/76)	1058651 (2/8/77)	30	Expired 11/11/97

34

II. Foreign Trademarks

1. Registrations.

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
CELESTE					
Canada	Van de Kamps Inc.	353974 (6/2/72)	197394 (2/8/74)		Renewal due 2/8/04
Argentina (Replaces Reg. 1052421)	Van de Kamps Inc.	1862730 (11/16/92)	1630442 (11/16/92)	29	Renewal due 11/16/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0144

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
Australia	Van de Kamps Inc.		B239426 (6/1/70)	30	Renewal due 6/1/05
Columbia	Van de Kamps Inc.		78903 (12/11/87)	29	Renewal due 12/11/02
Columbia	Van de Kamps Inc.		78904 (12/11/87)	30	Renewal due 12/11/02
Denmark	Van de Kamps Inc.	1268/71 (3/30/71	2144/73 (7/27/73)	29	Renewal due 7/27/03
Fiji	Van de Kamps Inc.	22305 (6/10/92)	22305 (1/18/93)	42	Renewal due 5/31/05
Finland	Van de Kamps Inc.	1658/71 (4/2/71)	63710 (4/29/75)	29, 30	Renewal due 4/29/05
Peru	Van de Kamps Inc.	9834 (5/7/96)	93778 (10/25/96)	30	Renewal due 10/25/06
United Kingdom	Van de Kamps Inc.		1021896 (12/7/73)	30	Renewal due 12/7/04
CELESTE & DESIGN					
Venezuela	Van de Kamps Inc.		110046F (10/9/84)	29	Renewal due 10/9/99
MRS. PAUL'S					
Canada	Van de Kamps Inc.	681451 (5/6/91)	422878 (2/4/94)	--	Renewal due 2/4/2009. Assignment recorded September 27, 1996.
Mexico	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	56682 (2/6/89)	373668 (3/12/90)	29 (46)	Renewal due 2/6/2004. Recordal of assignment pending.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0145

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
Japan	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)		2018008 (1/26/88)	29 (32)	Renewal due 1/26/98, currently in progress. Recordal of assignment currently in progress.
People's Republic of China	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	42504 (11/18/85)	262476 (9/10/86)	29 (41)	Renewal filed 3/10/97. Recordal of assignment pending.
People's Republic of China	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	42503 (11/18/85)	267458 (10/30/86)	29 (33)	Renewal filed 3/10/97. Recordal of assignment pending.
MRS. PAUL'S (stylized)					
Saudi Arabia	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	--- (10/26/85)	142/63 (6/22/86)	29	NEXT RENEWAL DUE 3/21/05. Recordal of assignment pending.
PET WHIP					
Canada	Van de Kamps inc	402642 (9/29/76)	229032 (7/14/78)	29	Renewal due 7/14/08
VAN DE KAMP'S					
Canada	Van de Kamps Inc.	533103 (12/11/84)	338184 (3/18/88)		Renewal due 3/18/03
Malaysia	Van de Kamps Inc.	85/01030 (3/11/85)	85/1030 (3/11/85)	29	Renewal due 3/11/06
Mexico	Van de Kamps Inc.	213311 (9/27/94)		29	Registration has not yet issued.
Singapore	Van de Kamps Inc.	921/85	921/85	29	Renewal due 3/6/02

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0146

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
		(3/6/85)	(3/6/85)		

2. Applications

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
CELESTE					
Argentina	Van de Kamps Inc.	1941866 (10/12/94)	——	30	Application still pending
MRS. PAUL'S					
Oman	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	5092 (12/29/90)	---	29	Pending trademark application. Recordal of assignment pending.
United Arab Emirates	Campbell Soup Company	10717 (5/22/95)	---	29	Pending trademark application. Recordal of assignment pending.
United Arab Emirates	Campbell Soup Company	10718 (5/22/95)	---	30	Pending trademark application. Recordal of assignment pending.

III. Licensed Trademarks

MARK/COUNTRY	OWNER	REG. NO. (DATE)	STATUS
AUNT JEMIMA			
United States	The Quaker Oats Company	1575365 (1/2/90)	Renewal due 1/2/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0147

MARK/COUNTRY	OWNER	REG. NO. (DATE)	STATUS
United States	The Quaker Oats Company	1590084 (4/3/90)	Renewal due 4/3/00
United States	The Quaker Oats Company	797560 (10/12/65)	Renewal due 10/12/05
Canada	The Quaker Oats Company of Canada Limited	TMA164781 (8/15/69)	Renewal due 8/15/99
AUNT JEMIMA & DESIGN			
United States	The Quaker Oats Company	1697862 (6/30/92)	**Section 8 & 15 due 6/30/98.** Renewal due 6/30/02
Canada	The Quaker Oats Company of Canada Limited	TMA384601 (5/17/91)	Renewal due 5/17/06
AUNT JEMIMA PORTRAIT DESIGN			
United States	The Quaker Oats Company	1699260 (7/7/92)	**Section 8 & 15 due 7/7/98.** Renewal due 7/7/02
United States	The Quaker Oats Company	1614072 (9/18/90)	Renewal due 9/18/00.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0148

VAN DE KAMP'S PATENT AND TRADEMARK SECURITY AGREEMENT

This **VAN DE KAMP'S PATENT AND TRADEMARK SECURITY AGREEMENT** (this **"Agreement"**) is dated as of July 1, 1998 and entered into by and among **AURORA FOODS INC.**, a Delaware corporation (**"Company"**) (Company being referred to herein as a **"Grantor"**; provided that after the Effective Date, **"Grantors"** shall mean and include Company and any Additional Grantors (as hereinafter defined)), and **THE CHASE MANHATTAN BANK**, as administrative agent for and representative of (in such capacity herein called **"Secured Party"**) the financial institutions (**"Lenders"**) party to the Credit Agreement referred to below and any Interest Rate Exchangers (as hereinafter defined).

PRELIMINARY STATEMENTS

(1) Pursuant to that certain Third Amended and Restated Credit Agreement dated as of July 1, 1998 (said Third Amended and Restated Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**, the terms defined therein and not otherwise defined herein being used herein as therein defined) by and among Company, Lenders, Secured Party, as Administrative Agent, National Westminster Bank PLC, as Syndication Agent, and UBS AG, Stamford Branch, as Documentation Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company.

(2) Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreement (collectively, the **"Lender Interest Rate Agreements"**) with one or more Lenders or their Affiliates (in such capacity, collectively, **"Interest Rate Exchangers"**) in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof (all such obligations being the **"Interest Rate Obligations"**), together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured hereunder.

(3) Additional Grantors shall execute and deliver counterparts to that certain Subsidiary Guaranty (said Subsidiary Guaranty, as it may be amended, restated, supplemented or otherwise modified from time to time, being the **"Subsidiary Guaranty"**) in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which each Additional Grantor shall guaranty the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations

of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof.

(4) Grantors own and use in their business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the **"Trademarks"**).

(5) Secured Party desires Grantors to assign and grant to it a lien on and security interest in all of Grantors' existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (the **"Registrations"**), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), all goodwill of Grantors' business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in Section 1(b) (the **"Associated Goodwill"**), and all proceeds of the Trademarks, the Registrations, the Trademark Rights and the Associated Goodwill, and Grantors agree to assign and grant to Secured Party a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

(6) Pursuant to the Security Agreement, each Grantor has assigned and granted to Secured Party a lien on and security 1interest in, among other assets, all Grantors' equipment, inventory, accounts and general intangibles relating to the products and services sold or delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement) or the occurrence of an Early Termination Date (as defined in a Master Agreement or an Interest Rate Swap Agreement or Interest Rate and Currency Exchange Agreement in the form prepared by the International Swap and Derivatives Association Inc. or a similar event under any similar swap agreement) under any Lender Interest Rate Agreement (either such occurrence being an **"Event of Default"** for purposes of this Agreement), Secured Party would be able to exercise its remedies consistent with the Security Agreement, this Agreement and applicable law to foreclose upon Grantors' business and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such business, maintaining substantially the same product and service specifications and quality as maintained by Grantors, and benefit from the Associated Goodwill.

(7) It is a condition precedent to the extensions of credit by Lenders under the Credit Agreement that Grantors shall

have assigned and granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce Lenders to make Loans and other extensions of credit under the Credit Agreement and to induce Interest Rate Exchangers to enter into the Lender Interest Rate Agreements, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Secured Party as follows:

SECTION A. Assignment and Grant of Security.

Each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Collateral"**):

(a) each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned or held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part (including without limitation the Trademarks specifically identified in Schedule I annexed hereto, as the same may be amended pursuant hereto from time to time), and including all Trademark Rights with respect thereto and all federal, state and foreign Registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor or in the name of Secured Party or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the Associated Goodwill; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(b) the following documents and things in such Grantor's possession, or subject to such Grantor's right to

possession, related to (Y) the production, sale and delivery by such Grantor, or by any Affiliate, licensee or subcontractor of such Grantor, of products or services sold or delivered by or under the authority of such Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (Z) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by such Grantor or any Affiliate, licensee or subcontractor of such Grantor:

(i) all lists and ancillary documents that identify and describe any of such Grantor's customers, or those of their Affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the Person or Persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by such Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any source of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by such Grantor or its Affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the

described period or planned for such products and services; and

(c) all patents and patent applications and rights and interests in patents and patent applications that are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule II annexed hereto, as the same may be amended pursuant hereto from time to time), all rights (but not obligations) corresponding thereto (including without limitation the right (but not the obligation) to sue for past, present and future infringements in the name of such Grantor or in the name of Secured Party), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the **"Patents"**); it being understood that the rights and interests assigned hereby shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of such Grantor pertaining to any Patent presently or in the future owned, held or used by third parties but, in the case of third parties which are not Affiliates of such Grantor, only to the extent permitted by such licensing or other contracts or otherwise permitted by applicable law and, if not so permitted under any such contracts and applicable law, only with the consent of such third parties;

(d) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(e) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term **"proceeds"** includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION B. Security for Obligations.

This Agreement secures, and the Collateral assigned by each Grantor is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all Secured Obligations with respect to such Grantor. **"Secured Obligations"** means

(a) with respect to Company, all obligations and liabilities of every nature of Company now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Loan Documents and any Lender Interest Rate Agreement, and

(b) with respect to each Additional Grantor, all obligations and liabilities of every nature of Grantors now or hereafter existing under or arising out of or in connection with the Subsidiary Guaranty,

in each case together with all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Company, would accrue on such obligations, whether or not a claim is allowed against Company for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Lender Interest, Rate Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or any Lender or Interest Rate Exchanger as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantors now or hereafter existing under this Agreement.

SECTION C. Grantors Remain Liable.

Anything contained herein to the contrary notwithstanding, (a) each Grantor shall remain liable under any contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have

TRADEMARK
REEL: 1820 FRAME: 0154

any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION D. Representations and Warranties.

Each Grantor represents and warrants as of the date it becomes a party hereto as follows:

(a) **Ownership of Collateral**. Except as expressly permitted by the Credit Agreement and for the security interest assigned and created by this Agreement, such Grantor is the legal and beneficial owner of the entire right, title and interest in and to (i) each Material Trademark Property (as defined in subsection 4(b) of this Agreement), free and clear of any Lien other than Liens of mechanics, materialmen, attorneys and other similar liens imposed by laws in the ordinary course of business in connection with the establishment, creation or application for Registration of any Trademarks, Registrations or Trademark Rights for sums not yet delinquent or being contested in good faith (such Liens being referred to herein as **"Permitted Trademark Liens"**), and (ii) each Material Patent (as defined in subsection 4(b) of this Agreement), free and clear of any Lien other than Liens of mechanics, materialmen, attorneys and other similar liens imposed by law in the ordinary course of business in connection with the establishment, creation or application for any Patent for sums not yet delinquent or being contested in good faith (such Liens being referred to herein as **"Permitted Patent Liens"**). Except such as may have been filed in favor of Secured Party relating to this Agreement, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office, including the United States Patent and Trademark Office.

(b) **Description of Collateral**. A true and complete list of all Trademarks, Registrations and Trademark Rights owned or held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, as of the date such Grantor has entered into this Agreement is set forth in Schedule I annexed hereto. Each Trademark, Registration or Trademark Right designated on Schedule I annexed hereto as a Material Trademark Property, and each other Trademark, Registration or Trademark Right hereafter arising or otherwise owned or held by any Grantor that is material to any of such Grantor's business or operations is referred to herein as a **"Material Trademark Property"**. A true and complete list of all Patents owned or held (whether pursuant to a license or otherwise) by such Grantor, in whole or in part, as of the date such Grantor has entered into this

Agreement is set forth in Schedule II annexed hereto. Each Patent designated on Schedule II annexed hereto as a Material Patent and each other Patent hereafter arising or otherwise owned or held by such Grantor that is material to any of such Grantor's business or operations is referred to herein as a **"Material Patent"**.

(c) **Validity and Enforceability of Collateral.** To the knowledge of Grantors, each Material Trademark Property and each Material Patent is valid, subsisting and enforceable. As of the date each Grantor has entered into this Agreement, such Grantor is not aware of any pending or threatened claim by any third party that any Material Trademark Property or any Material Patent is invalid or unenforceable or that the use of any Material Trademark Property or any Material Patent violates the rights of any third person or of any basis for any such claim, and there is no such pending or threatened claim whether arising prior to or after the Effective Date, that could reasonably be expected to have a Material Adverse Effect.

(d) **Office Locations**. The chief place of business, the chief executive office and the office where such Grantor keeps its records regarding the Collateral is at the locations set forth on Schedule III annexed hereto.

(e) **Names**. No Grantor has in the past done, and no Grantor now does, business under any other name (including any trade name or fictitious business name) except under the names listed on Schedule IV annexed hereto.

(f) **Perfection**. The security interests in the Collateral granted to Secured Party for the ratable benefit of the Lenders and Interest Rate Exchangers hereunder constitute valid security interests in the Collateral. Upon the filing of UCC financing statements naming each Grantor as "debtor", naming Secured Party as "secured party" and describing the Collateral in the filing offices set forth on Schedule V annexed hereto and the recording of this Agreement with the United States Patent and Trademark Office, the security interests in the Collateral granted to Secured Party for the ratable benefit of the Lenders and Interest Rate Exchangers will, to the extent a security interest in the Collateral may be perfected by filing UCC financing statements and recording this Agreement, constitute valid and perfected security interests therein prior to all other Liens (subject only to Permitted Patent Liens and Permitted Trademark Liens).

SECTION E. Further Assurances; New Trademarks, Registrations and Trademark Rights; New Patents and Patent Applications; Certain Inspection Rights.

(a) Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect any security interest assigned or purported to be assigned or granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, each Grantor will: (i) at the request of Secured Party, take reasonable steps to indicate that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as Secured Party may request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) use its best efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Secured Party with respect to any Collateral, and (iv) at Secured Party's request, appear in and defend any action or proceeding that may materially affect such Grantor's title to or Secured Party's security interest in all or any part of the Collateral.

(b) Each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of any Grantor. Each Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by such Grantor shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

(c) Each Grantor hereby authorizes Secured Party to modify this Agreement without obtaining such Grantor's approval of or signature to such modification by (i) amending Schedule I annexed hereto to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by any Grantor after its execution hereof or to delete any reference to any right, title or interest in any Trademark, Registration or Trademark Right in which no Grantor has or claims any right, title or interest, or (ii) amending Schedule II annexed hereto to include reference to any right, title or interest in any existing Patent or any Patent acquired or developed by any Grantor after its execution hereof or to delete any reference to any right, title or interest in any Patent in which no Grantor has or claims any right, title or interest.

(d) Each Grantor will furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection

with the Collateral as Secured Party may reasonably request, all in reasonable detail.

(e) If any Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, or to any patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement in any Patent, the provisions of this Agreement shall automatically apply thereto. Each Grantor shall promptly notify Secured Party in writing of any of the foregoing rights or benefits, including, without limitation, rights to any new Trademarks or Trademark Rights, acquired by such Grantor after the date hereof and of any Registrations issued or applications for Registration made after the date hereof, which notice shall state whether such Trademark, Registration or Trademark Right constitutes a Material Trademark Property or whether such Patent constitutes a Material Patent. Within a reasonable time after the filing of an application for Registration for any Trademark, or an application for any Patent the applicable Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Patent and Trademark Security Agreement, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance satisfactory to Secured Party, pursuant to which such Grantor shall assign and grant a security interest to the extent of its interest in such Registration or Patent as provided herein to Secured Party unless so doing would, in the reasonable judgment of such Grantor, after due inquiry, result in the grant of a Patent or Registration in the name of Secured Party, in which event such Grantor shall give written notice to Secured Party as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of such Patent or Registration.

(f) Each Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit such Grantor's and any of its Affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Patents, Trademarks, Registrations or Trademark Rights (or which were so utilized during the prior six month period), and to inspect the quality control and all other records relating thereto upon reasonable notice to such Grantor and as often as may be reasonably requested.

SECTION F. <u>Certain Covenants of Grantors</u>.

Each Grantor shall:

(a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this

Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(b) notify Secured Party of any change in such Grantor's name, identity or corporate structure within 15 days of such change;

(c) give Secured Party 30 days' prior written notice of any change in such Grantor's chief place of business or chief executive office or the office where such Grantor keeps its records regarding the Collateral;

(d) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that such Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against such Grantor or any of the Collateral as a result of the failure to make such payment;

(e) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except as permitted by the Credit Agreement;

(f) except for Permitted Patent Liens and Permitted Trademark Liens and the security interest assigned and created by this Agreement, not create or suffer to exist any Lien upon or with respect to any of the Collateral to secure the indebtedness or other obligations of any Person;

(g) diligently keep reasonable records respecting the Collateral assigned by it hereunder and at all times keep at least one complete set of its records concerning substantially all of the Patents, Trademarks, Registrations and Trademark Rights at its chief executive office or principal place of business;

(h) not permit the inclusion in any contract to which it becomes a party of any provision that could or might in any way conflict with this Agreement or impair or prevent the assignment and creation of a security interest in any Grantor's rights and interests in any property included within the definitions of any Patents, Trademarks, Registrations, Trademark Rights and Associated Goodwill acquired;

(i) use proper statutory notice in connection with its use of each Material Patent and Material Trademark Property to the extent reasonably necessary for the protection of such Material Patent or Material Trademark Property;

(j) use consistent standards of quality (which may be consistent with such Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations; and

(k) upon any officer of such Grantor obtaining knowledge thereof, promptly notify Secured Party in writing of any event that may materially and adversely affect the value of the Collateral or any portion thereof, the ability of any Grantor or Secured Party to dispose of the Collateral or any portion thereof, or the rights and remedies of Secured Party in relation thereto, including without limitation the levy of any legal process against the Collateral or any portion thereof

SECTION G. Amounts Payable in Respect of the Collateral.

Except as otherwise provided in this Section 7, each Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantors in respect of the Collateral or any portion thereof. In connection with such collections, each Grantor may take (and, at Secured Party's direction, shall take) such action as such Grantor or Secured Party may deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Party shall have the right at any time, upon the occurrence and during the continuation of an Event of Default or a Potential Event of Default and upon written notice to such Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest assigned and created hereby, and to direct such obligors to make payment of all such amounts directly to Secured Party, and, upon such notification and at the expense of Grantors, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Grantor might have done. After receipt by such Grantor of the notice from Secured Party referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by such Grantor in respect of amounts due to such Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Party hereunder, shall be segregated from other funds of such Grantor and shall be forthwith paid over or delivered to Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral and applied as provided by Section 14, and (ii) such Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obliger with respect thereto or allow any credit or discount thereon.

SECTION H. Patent or Trademark Applications and Litigation.

(a) Each Grantor shall have the duty diligently to prosecute any trademark application relating to any Material Trademark Property that is pending as of the date such Grantor has entered into this Agreement, to make federal application on any existing or future registerable but unregistered Material Trademark Property (whenever it is commercially reasonable in the reasonable judgement of such Grantor to do so), and to file and prosecute opposition and cancellation proceedings, renew Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Material Trademark Properties. Any expenses incurred in connection therewith shall be borne solely by Grantors. No Grantor shall abandon any Material Trademark Property unless it is commercially reasonable in the judgment of such Grantor to do so.

(b) Each Grantor shall have the duty diligently to prosecute any patent application relating to any Material Patent that is pending as of the date such Grantor has entered into this Agreement and to do any and all acts which are necessary or desirable to preserve and maintain all rights in all Material Patents. Any expenses incurred in connection therewith shall be borne solely by Grantors. Each Grantor shall not, as to any patentable invention or Patent that constitutes or could constitute a Material Patent, abandon any pending patent application or any Patent without the prior written consent of Secured Party.

(c) Except as provided in Section 8(e), each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral. Secured Party shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(d) Each Grantor shall promptly, following its becoming aware thereof, notify Secured Party of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in subsection 8(a), 8(b) or 8(c) or regarding such Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights, its right to register the same, or its right to keep and maintain such Registration. Such Grantor shall provide to Secured Party any information with respect thereto requested by Secured Party.

(e) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation

of an Event of Default, Secured Party shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Secured Party or otherwise, to enforce any Patent, Trademark, Registration, Trademark Right and any license thereunder and to enforce its rights hereunder in Associated Goodwill, in which event each Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in Section 15 in connection with the exercise of its rights under this Section 8. To the extent that Secured Party shall elect not to bring suit to enforce any Patent, Trademark, Registration, Trademark Right or any license thereunder or to enforce its rights hereunder in Associated Goodwill as provided in this Section 8(e), each Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Patents, Trademarks, Registrations or Trademark Rights or of Grantors' or Secured Party's rights in Associated Goodwill by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION I. Non-Disturbance Agreements, etc.

If and to the extent that any Grantor is permitted to license the Collateral, Secured Party shall enter into a non-disturbance agreement or other similar arrangement, at Grantors' request and expense, with such Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Party pursuant to which (a) Secured Party shall agree not to disturb or interfere with such licensee's rights under its license agreement with such Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest assigned and created in favor of Secured Party and the other terms of this Agreement.

SECTION J. Secured Party Appointed Attorney-in-Fact.

Each Grantor hereby irrevocably appoints Secured Party as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) upon the occurrence and during the continuance of an Event of Default, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party in the use or maintenance of the Collateral;

(b) upon the occurrence and during the continuance of an Event of Default, to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(c) upon the occurrence and during the continuance of an Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of such Grantor to Secured Party, due and payable immediately without demand; and

(f) upon the occurrence and during the continuance of an Event of Default, (i) to execute and deliver any of the assignments or documents requested by Secured Party pursuant to Section 13(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantors' expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

SECTION K. <u>Secured Party May Perform</u>.

If any Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by such Grantor under Section 15.

SECTION L. Standard of Care.

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property of a similar nature.

SECTION M. Remedies.

If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the **"Code"**) (whether or not the Code applies to the affected Collateral), and also may (i) require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Collateral, store the Collateral or otherwise prepare the Collateral for disposition in any manner to the extent Secured Party deems appropriate, (iv) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of Grantors under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of Grantors to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price

or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party or any Lender or Interest Rate Exchanger may be the purchaser of any or all of the Collateral at any such sale and Secured Party, as agent for and representative of Lenders and Interest Rate Exchangers (but not any Lender or Lenders or Interest Rate Exchanger or Interest Rate Exchangers in its or their respective individual capacities unless Requisite Obligees (as defined in Section 17(a)) shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantors shall be jointly and severally liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(b) Upon written demand from Secured Party, each Grantor shall execute and deliver to Secured Party an assignment or assignments of the Patents, Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are requested by Secured Party. Each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five Business Days after written notice from Secured Party, each Grantor shall make available to Secured Party, to the extent within each applicable Grantor's power and authority, such personnel in such Grantor's employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit such Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Grantor under or in connection with the Patents, Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at Grantors' expense on a per diem, pro rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

SECTION N. Application of Proceeds.

Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied as provided in subsection 2.4D of the Credit Agreement.

SECTION O. Indemnity and Expenses.

(a) Grantors jointly and severally agree to indemnify Secured Party, each Lender and each Interest Rate Exchanger from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's or such Lender's or Interest Rate Exchanger's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantors jointly and severally agree to pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

(c) The obligations of Grantors in this Section 15 shall survive the termination of this Agreement and the discharge of Grantors' other obligations under this Agreement, the Interest Rate Agreements, the Credit Agreement and the other Loan Documents.

SECTION P. Continuing Security Interest; Transfer of Loans.

This Agreement shall assign and create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, (b) be binding upon Grantors and their respective successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), but subject to the provisions of subsection 10.1 of the Credit Agreement, any Lender may assign or otherwise transfer any Loans held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lenders herein or otherwise. Upon the payment in full of all Secured Obligations, the cancellation or termination of the Commitments and the cancellation or expiration of all outstanding Letters of Credit, the security interest assigned and granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantors. Upon any such termination Secured Party will, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

SECTION Q. Secured Party as Administrative Agent.

(a) Secured Party has been appointed to act as Secured Party hereunder by Lenders and, by their acceptance of the benefits hereof, Interest Rate Exchangers. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including without limitation the release or substitution of Collateral), solely in accordance with this Agreement and the Credit Agreement; provided that Secured Party shall exercise, or refrain from exercising, any remedies provided for in Section 13 in accordance with the instructions of (i) Requisite Lenders or (ii) after payment in full of all Obligations under the Credit Agreement and the other Loan Documents, the holders of a majority of the aggregate notional amount (or, with respect to any Lender Interest Rate Agreement that has been terminated in accordance with its terms, the amount then due and payable (exclusive of expenses and similar payments but including any early termination payments then due) under such Lender Interest Rate Agreement) under all Lender Interest Rate Agreements (Requisite Lenders or, if applicable, such holders being referred to herein as **"Requisite Obligees"**). In furtherance of the foregoing provisions of this Section 17(a), each Interest Rate Exchanger, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral hereunder, it being understood and agreed by such Interest Rate Exchanger that all rights and remedies hereunder may be exercised

TRADEMARK
REEL: 1820 FRAME: 0167

solely by Secured Party for the benefit of Lenders and Interest Rate Exchangers in accordance with the terms of this Section 17(a).

(b) Secured Party shall at all times be the same Person that is Administrative Agent under the Credit Agreement. Written notice of resignation by Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute notice of resignation as Secured Party under this Agreement; removal of Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute removal as Secured Party under this Agreement; and appointment of a successor Administrative Agent pursuant to subsection 9.5 of the Credit Agreement shall also constitute appointment of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Administrative Agent under subsection 9.5 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Administrative Agent's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

SECTION R. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party and, in the case of any such amendment or modification, by Grantors; provided that any amendment hereto pursuant to Section 21 or Section 5(c) shall be effective upon execution by any Additional Grantor and Grantors hereby waive any requirement of notice of or consent to any such amendment. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION S. Notices.

Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex (with received answerback), or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided that notices to Secured Party shall not be effective until received. For the purposes hereof, the address of each party hereto shall be provided in subsection 10.8 of the Credit Agreement or as set forth under such party's name on the signature pages hereof or such other address as shall be designated by such party in a written notice delivered to the other parties hereto.

SECTION T. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION U. Additional Grantors.

From time to time subsequent to the date hereof, Subsidiaries of Company may become parties hereto as additional Grantors (each an **"Additional Grantor"**) by executing an acknowledgement to this Agreement substantially in the form of Schedule VI annexed hereto. Upon delivery of any such acknowledgment to Administrative Agent and Secured Party, notice of which is hereby waived by Grantors, each such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder, nor by any election of Administrative Agent not to cause any Subsidiary of Company to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

IN WITNESS WHEREOF, Grantors and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AURORA FOODS INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Secured Party

By: _____
Name:
Title:

TRADEMARK
REEL: 1820 FRAME: 0170

IN WITNESS WHEREOF, Grantors and Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

AURORA FOODS INC.

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as Secured Party

By: _____
Name:
Title: Th... ...ziark
Vice ...esident

509265\0502\02566\986QKLJH.OTH

SCHEDULE I & II
TO
PATENT AND SECURITY AGREEMENT

See attached.

SECTION V. Severability.

In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION W. Headings.

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION X. Governing Law; Terms; Rules of Construction.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE CODE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Credit Agreement, terms used in Articles 8 and 9 of the Uniform Commercial Code in the State of New York are used herein as therein defined. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this Agreement *mutatis mutandis*.

SECTION Y. Consent to Jurisdiction and Service of Process.

ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY GRANTOR ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH GRANTOR, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NONEXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF *FORUM NON CONVENIENS*; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH GRANTOR AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 19; (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH GRANTOR IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; (V) AGREES THAT SECURED PARTY RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST SUCH GRANTOR IN

509265\0502\02566\986QKLJH.OTH

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
United States	Aurora Foods Inc	72/061281 (10/24/58)	703621 (8/30/1960)	30	Renewal due 8/30/00
DUNCAN HINES					
United States	Aurora Foods Inc	74/619734 (1/10/95)	1942711 (12/19/95)	30	Section 8 & 15 due 12/19/01. Renewal due 12/19/05
United States	Aurora Foods Inc	73/421154 (4/11/83)	1299761 (10/9/84)	30	Renewal due 10/9/04.
United States	Aurora Foods Inc	72/245195 (5/9/66)	835567 (9/19/67)	30	Renewal due 9/19/07.
DUNCAN HINES ANGEL CUPS					
United States	Aurora Foods Inc	74/620746 (1/13/95)	2001913 9/17/96)	30	Section 8 & 15 due 9/17/02. Renewal due 9/17/06
DUNCAN HINES CHOCOLATE LOVERS'					
United States	Aurora Foods Inc	74/250359 (2/27/92)	1788936 (8/17/93)	30	Section 8 & 15 due 8/17/99. Renewal due 8/17/03
DUNCAN HINES CHOCOLATE LOVERS' EXXTRA					
United States	Aurora Foods Inc	74/435364 (9/10/93)	1907900 (7/25/95	30	Section 8 & 15 due 7/25/01. Renewal due 7/25/05
DUNCAN HINES KIDS CUPS					
United States	Aurora Foods Inc	74/620747 (1/13/95)	2001914 (9/17/96)	30	Section 8 & 15 due 9/17/02. Renewal due 9/17/06
EARLY AMERICAN					

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0174

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
United States	Aurora Foods Inc	72/079119 (8/6/59)	700639 (7/5/60)	30	Renewal due 7/5/00
GET IT ALL					
United States	Aurora Foods Inc	75/126114 (6/27/97)	2151334 (4/14/98)	30	Section 8 & 15 due 4/14/04. Renewal due 4/14/08.
GUSTO TANTO QUE TODOS SIEMPRE QUIEREN UN POQUITO MAS					
United States	Aurora Foods Inc	74/117037 (11/20/90)	1704340 (7/28/1992)	30	**Section 8 & 15 due 7/28/98.** Renewal due 7/28/02.
HOT SPOTS					
United States	Aurora Foods Inc	74/245289 (2/11/92)	1778453 (6/22/93)	30	Section 8 & 15 due 6/22/99. Renewal due 6/22/03.
KITCHEN CONNECTION					
United States	Aurora Foods Inc	74/246225 (2/12/92)	1752489 (2/16/93)	30	Section 8 & 15 due 2/16/99. Renewal due 2/16/03.
LOG CABIN					
United States	Aurora Foods Inc	71/428282 (2/6/40)	383316 (12/3/1940)	30	Renewal due 12/3/00.
United States	Aurora Foods Inc	71/009380 (6/29/1905)	61962 (4/9/1907)	30	Renewal due 4/9/07.
LOG CABIN (Stylized)					
United States	Aurora Foods Inc	71/625266 (2/20/52)	563478 (8/26/1952)	30	Renewal due 8/26/02.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0175

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
LOG CABIN LITE					
United States	Aurora Foods Inc	74/051207 (4/19/90)	1679044 (3/10/1992)	30	Renewal due 3/10/02. Section 8 & 15 filed and accepted 5/16/97.
MOIST DELUXE					
United States	Aurora Foods Inc	74/055954 (5/4/90)	1693787 (6/9/92)	30	**Section 8 & 15 due 6/9/98**. Renewal due 6/9/02
MRS. BUTTERWORTH					
United States	Aurora Foods Inc.	72/445454 (1/8/73)	970903 (10/16/73)	30	Next renewal due 10/16/03.
MRS. BUTTERWORTH'S					
United States	Aurora Foods Inc.	74/528571 (5/24/94)	1991734 (8/6/96)	30	Section 8 & 15 due 8/6/02. Renewal due 8/6/06.
United States	Aurora Foods Inc.	74/215550 (10/24/91)	1834816 (5/3/94)	30	Section 8 & 15 due 5/3/00. Renewal due 5/3/04.
United States	Aurora Foods Inc.	74/075557 (7/5/90)	1909380 (8/1/95)	30	Section 8 & 15 due 8/1/01. Renewal due 8/1/05.
United States	Aurora Foods Inc.	74/075552 (7/5/90)	1778443 (6/22/93)	30	Section 8 & 15 due 6/22/99. Renewal due 6/22/03.
United States	Aurora Foods Inc.	74/075551 (7/5/90)	1850392 (8/16/94)	30	Section 8 & 15 due 8/16/00. Renewal due 8/16/04.
United States	Aurora Foods Inc.	72/247039 (6/1/66)	831942 (7/11/67)	30	Next renewal due 7/11/07.
United States	Aurora Foods Inc.	72/100852 (7/14/60)	722714 (10/10/61)	30	Next renewal due 10/10/01. This mark is currently registered on the Supplemental

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0176

MARK/ COUNTRY	OWNER	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
					Register, consider petitioning PTO to transfer to Principle Register.
MRS. BUTTER-WORTH'S SYRUP COUNTRY BEST RECIPE MADE WITH CINNAMON & VANILLA					
United States	Aurora Foods Inc.	74/657114 (3/14/95)	1974849 (5/21/96)	31	Section 8 & 15 due 5/21/02. Renewal due 5/21/06.
TASTES SO GOOD EVERYBODY ALWAYS WANTS A LITTLE BIT MORE					
United States	Aurora Foods Inc.	74/117039 (11/20/90)	1816441 (1/11/94)	30	Section 8 & 15 due 1/11/00. Renewal due 1/11/04.
TOWLE'S					
United States	Aurora Foods Inc	72/061282 (10/24/58)	681917 (7/14/1959)	30	Renewal due 7/14/99.
WIGWAM					
United States	Aurora Foods Inc	71/037448 (9/17/1908)	74056 (6/15/1909)	30	Renewal due 6/15/09.
WIGWAM & DESIGN					
United States	Aurora Foods Inc	72/109577 (12/5/60)	722893 (10/17/1961)	30	Renewal due 10/17/01.
WIGWAM (Stylized)					
United States	Aurora Foods Inc	71/625733 (2/29/52)	566734 (11/11/1952)	30	Renewal due 11/11/02.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0177

2. Pending U.S. Applications

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CLASS	STATUS
IN THE HEART OF EVERY HOME THERE"S A LITTLE LOG CABIN					
United States	Aurora Foods Inc	75/441743 (2/27/98)		30	New application pending.

3. Cancelled/Expired U.S. Registrations

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CL.	STATUS
DUNCANS CUPS					
United States	Aurora Foods Inc	74/078709 (7/16/90)	1646990 (6/4/91)	30	Cancelled. Failure to file Section 8 affidavit of continued use.
DUNCAN HINES RECIPES & MORE					
United States	Aurora Foods Inc	74/071204 (6/20/90)	1658958 (10/1/91)	30	Cancelled 4/6/98. Failed to file Section 8 affidavit of continued use.
LOG CABIN					
United States	Aurora Foods Inc	72/031300 (6/4/57)	660202 (4/1/1958)	29	**Renewal due 4/1/98.**
MOIST & EASY					
United States	Aurora Foods Inc	73/024242 (6/14/74)	1087032 (3/7/78)	30	Cancelled. Failed to file renewal.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0178

MARK/ COUNTRY	OWNER	APP. NO. DATE	REG. NO. DATE	CL.	STATUS
POLKA DOT					
United States	Aurora Foods Inc	73/789898 (3/29/89)	1665162 (11/19/91)	30	Cancelled 5/25/98. Failure to file Section 8 affidavit of continued use.

II. FOREIGN TRADEMARKS

1. Registrations & Applications

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Albania		LOG CABIN	N/A	4822 (10/27/90)	N/A	
Australia	Kraft Foods Inc.	LOG CABIN	N/A	A316371 (3/9/78)	N/A	
	Kraft Foods Inc	LOG CABIN & Design	N/A	A316372 (3/9/78)	N/A	
	Kraft Foods Inc	TOWLE'S LOG CABIN & Picture	N/A	A29404 (9/27/20)	N/A	
Austria	Kraft General Foods Inc	LOG CABIN	N/A	133990 (12/14/90)	N/A	
Bangladesh	Kraft Food Inc	LOG CABIN & Design	N/A	3677 (7/22/66)	N/A	
Bulgaria	Kraft Foods Inc	LOG CABIN	N/A	19145 (9/11/90)	N/A	
	Kraft Foods	LOG CABIN in Cyrillic	N/A	19861	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0179

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc			(10/10/90)		
Canada	Aurora Foods Inc	BAKE SOMEONE HAPPY & Design	487930 (6/4/82)	319562 (10/17/86)	30	Renewal due 10/17/01
	Aurora Foods Inc	BAKE SOMEONE HAPPY	441710 (6/28/79)	313649 (4/25/86)	30	Renewal due 4/25/01
	Aurora Foods Inc	BAKERY STYLE	553567 (11/29/85)	326207 (4/10/87)	30	Renewal due 4/10/02
	Aurora Foods Inc	BLANC-PRINCESSE	293299 (11/19/65)	147760 (10/28/66)	30	Renewal due 10/28/11
	Aurora Foods Inc	CERISETTE	273238 (1/2/63)	132074 (7/26/63)	30	Renewal due 7/26/08
	Aurora Foods Inc	CHOCO-REGAL	662113 (7/13/90)	400284 (7/17/92)	30	Renewal due 7/17/07
	Aurora Foods Inc	CHOCO-RICHE	274697 (3/26/63)	132809 (9/20/63)	30	Renewal due 9/20/08
	Aurora Foods Inc	CITRONNETTE	273297 (1/4/63)	131264 (5/31/63)	30	Renewal due 5/31/08
	Aurora Foods Inc	DELUXE II	493206 (10/8/82)	283534 (9/23/88)	30	**Renewal due 9/23/98**
	Aurora Foods Inc	DUNCANS	635650 (7/5/89)	391512 (12/13/91)	30	Renewal due 12/13/06
	Aurora Foods Inc	DUNCANS CUPS	688103 (8/20/91)	417812 (10/8/93)	30	Renewal due 10/8/08
	Aurora Foods Inc	DUNCAN HINES & Design	317351 (11/5/68)	165124 (9/12/69)	30	Renewal due 9/12/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0180

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Aurora Foods Inc	DUNCAN HINES	317350 (11/5/68)	165123 (9/12/69)	30	Renewal due 9/12/99
	Aurora Foods Inc	DUNCAN HINES Design	599291 (1/19/88)	392473 (1/10/92)	30	Renewal due 1/10/07
	Aurora Foods Inc	DUNCAN HINES & Design	317352 (11/5/68)	165125 (9/12/69)	30	Renewal due 9/12/99
	Aurora Foods Inc	DUNCAN HINES ANGEL CUPS	791015 (8/24/95)		30	Registration fee due 8/24/98
	Aurora Foods Inc	DUNCAN HINES CHOCOLATE LOVERS'	777099 (3/6/95)		30	Registration fee due 3/6/98
	Aurora Foods Inc	DUNCAN HINES CHOCOLATE GOURMET	565208 (6/26/86)	347367 (11/4/88)	30	Renewal due 11/4/03
	Aurora Foods Inc	DUNCAN HINES DELIGHTS	660592 (6/25/90)	433816 (9/30/94)	30	Renewal due 9/30/09
	Aurora Foods Inc	DUNCAN HINES DE-LITES	617105 (10/12/88)	362857 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods Inc	DUNCAN HINES DESSERT LEGER	617106 (10/12/88)	362904 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods Inc	DUNCAN HINES KIDS CUPS	791014 (8/24/95)		30	Registration fee due 8/24/98
	Aurora Foods Inc	DUNCAN HINES TIARA	580197 (3/17/87)	362718 (11/10/89)	30	Renewal due 11/10/04
	Aurora Foods	GET IT ALL	817086		30	Registration fee due 7/4/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0181

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc		(7/4/96)			
	Aurora Foods Inc	LAISSEZ-VOUS TENTER	509152 (9/8/83)	294667 (8/31/84)	30	Renewal due 8/31/99
	Kraft Canada Inc	LOG CABIN	282926 (6/11/64)	140287 (5/14/65)	30	Renewal due 5/14/10
	Kraft Canada Inc	LOG CABIN MAPLE SYRUP & DESIGN	38742	TMA7361 (5/31/1900)	30	Renewal due 5/31/05
	MBW Foods Inc	MRS. BUTTERWORTH'S	511836 (11/4/83)	321105 (11/28/86)	30	Renewal due 11/28/01. Change of name to Aurora Foods Inc need to be recorded.
	MBW Foods Inc	MRS. BUTTERWORTH'S & Design	512785 (11/4/83)	321578 (12/12/86)	30	Renewal due 12/12/01. Change of name to Aurora Food Inc need to be recorded.
	Aurora Foods Inc	MOIST DELUXE	656426 (5/2/90)	396943 (4/10/92)	30	Renewal due 5/2/07
	Aurora Foods Inc	ORIGINAL FUDGE	557687 (2/20/86)	339040 (4/8/88)	30	Renewal due 4/8/03
	Aurora Foods Inc	PANTASTIC	378847 (9/16/74)	213921 (5/21/76)	30	Renewal due 5/21/06
	Aurora Foods Inc	PRINCESS WHITE	293234 (11/17/65)	145212 (5/6/66)	30	Renewal due 5/6/11
	Aurora Foods Inc	YEARS AHEAD IN CAKE ENJOYMENT	367121 (8/10/73)	200237 (6/28/74)	30	Renewal due 6/24/04
Chile	Kraft Foods Inc.	LOG CABIN#	N/A	326321 (9/4/37)	N/A	
China	Kraft Foods	LOG CABIN	N/A	163933	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0182

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Inc.			(10/30/82)		
Colombia	Kraft Foods Inc	LOG CABIN	N/A	144500 (9/27/93)	N/A	
Costa Rica	Kraft Foods Inc	LOG CABIN	N/A	29543/2370 1 (4/30/64)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	48945/616 (3/11/75)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	29544/2370 2 (4/30/64)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	49153/634 (4/10/75)	N/A	
Cuba		LOG CABIN Design	N/A	107109 (1/3/64)	N/A	
		TOWLE'S	N/A	106548 (6/14/63)	N/A	
Czech Republic	Kraft Foods Inc	LOG CABIN	N/A	169181 (9/3/90)	N/A	
El Salvador		LOG CABIN	N/A	11628 (10/5/64)	N/A	
		LOG CABIN & Bottle Design	N/A	12021 (2/18/65)	N/A	
		LOG CABIN Bottle Design	N/A	48 (3/17/75)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0183

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
		LOG CABIN Label	N/A	150 (8/12/75)	N/A	
France	Kraft General Foods Inc	LOG CABIN	N/A	1475391 (8/13/68)	N/A	
Germany	Kraft General Foods Inc	LOG CABIN	N/A	652684 (9/11/90)	N/A	
	Kraft General Foods inc	LOG CABIN	N/A	1181776 (9/5/90)	N/A	
Guatemala		LOG CABIN	N/A	15824 (4/23/65)	N/A	
		LOG CABIN & Design	N/A	15823 (4/23/65)	N/A	
		LOG CABIN BOTTLE Design	N/A	32858(32859) (8/16/77)	N/A	
		LOG CABIN BOTTLE Design	N/A	42468 (12/21/81)	N/A	
		LOG CABIN Label	N/A	35024 (7/17/78)	N/A	
Honduras	Kraft Foods Inc	LOG CABIN	N/A	14148 (5/17/67)	N/A	
	General Foods Corp	LOG CABIN Bottle Design	N/A	22116 (4/28/75)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	22586 (11/10/75)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0184

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Hungary	Kraft Foods Inc	LOG CABIN	N/A	131326 (9/6/90)	N/A	
India	General Foods Corp	LOG CABIN & Design	N/A	2350 (7/22/42)	N/A	
Indonesia	General Foods Corp	LOG CABIN	N/A	246490 (6/13/79)	N/A	
Ireland	Kraft Foods Inc	LOG CABIN	N/A	33502 (12/20/28)	N/A	
Jamaica	Kraft Foods Inc	LOG CABIN	N/A	10394 (1/4/65)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	11002 (10/14/65)	N/A	
Japan	Kraft Foods Inc	LOG CABIN	N/A	2693474 (8/31/94)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2575176 (9/30/93)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2622945 (2/28/94)	N/A	
	Kraft Foods Inc	LOG CABIN w/Katakana	N/A	2674733 (6/29/94)	N/A	
Jordan	General Foods Corp	LOG CABIN	N/A	5257 (5/21/60)	N/A	
Kuwait	Kraft General Foods Inc	LOG CABIN	N/A	31203 (6/4/95)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0185

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Lebanon	Kraft General Foods Inc	LOG CABIN	N/A	54551 (5/13/60)	N/A	
Libya		LOG CABIN	N/A	10236 (5/27/81)	N/A	
New Zealand	Kraft General Foods Inc	LOG CABIN	N/A	35245 (9/10/36)	N/A	
Nicaragua	Kraft Foods Inc	LOG CABIN	N/A	13887 (12/14/64)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	3105RPI (4/29/75)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	3104RPI (4/29/75)	N/A	
	Kraft Foods Inc	LOG CABIN Design	N/A	13886 (12/14/64)	N/A	
	Kraft Foods Inc	LOG CABIN Label	N/A	4327RPI (10/22/75)	N/A	
Oman	Kraft Foods Inc	LOG CABIN & Arabic	N/A	10018 (6/25/94)	N/A	
Pakistan		LOG CABIN & Design	N/A	12684 (7/22/42)	N/A	
Panama	Kraft Foods Inc	LOG CABIN	N/A	5602 (2/24/58)	N/A	
	Kraft Foods Inc	LOG CABIN & Design	N/A	8803 (7/12/65)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0186

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	General Foods Corp	LOG CABIN Label	N/A	24520 (3/21/80)	N/A	
	Kraft Foods Inc	LOG CABIN Bottle Design	N/A	20984 (2/24/58)	N/A	
Papua New Guinea		TOWLE'S LOG CABIN	N/A	A52732 (3/30/81)	N/A	
Peru	Kraft General Foods Inc	LOG CABIN	N/A	97046 (5/5/92)	N/A	
Philippines	Kraft Foods Inc	LOG CABIN Design	N/A	2712 (10/2/61)	N/A	
Poland	Kraft Foods Inc	LOG CABIN	N/A	69940 (9/12/90)	N/A	
Puerto Rico	Kraft General Food Inc	LOG CABIN & Design	N/A	521 (3/14/18)	N/A	
	Kraft General Food Inc	LOG CABIN & Design	N/A	14421 (7/31/67)	N/A	
	MBW Foods Inc	MRS. BUTTERWORTH	N/A	6916 (10/16/73)	30	
Qatar		LOG CABIN	N/A	12817 (1/18/95)	N/A	
Romania	Kraft General Foods Inc	LOG CABIN	N/A	16582 (10/10/90)	N/A	
Russia	Kraft Foods Inc	LOG CABIN	N/A	96953 (10/26/90)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0187

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
	Kraft Foods Inc	LOG CABIN in Cyrillic	N/A	96954 (10/26/90)	N/A	
Saudi Arabia		LOG CABIN	N/A	25621 (7/2/94)	N/A	
		LOG CABIN in Arabic	N/A	25623 (7/2/94)	N/A	
Slovak Republic	Kraft General Foods Inc	LOG CABIN	N/A	169181 (9/3/90)	N/A	
South Africa	Kraft Foods Inc.	LOG CABIN	N/A	1103/50/1 (4/27/50)	N/A	
	Kraft Foods Inc	LOG CABIN	N/A	1103/50/2 (4/27/78)	N/A	
Switzerland	Kraft General Foods Inc	LOG CABIN	N/A	384409 (9/11/90)	N/A	
Taiwan	Kraft Foods Inc.	LOG CABIN	N/A	425142 (1/10/89)	N/A	
United Kingdom	Kraft Foods Inc	LOG CABIN & Picture	N/A	227892 (12/20/1899)	N/A	
Uruguay	General Foods Corp	LOG CABIN & Design With Word TOWLE'S	N/A	161688 (4/5/60)	N/A	
Venezuela	General Foods Corp	LOG CABIN	N/A	27592 (5/6/53	N/A	
	General Foods Corp	LOG CABIN Design	N/A	34817F (7/29/58)	N/A	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0188

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Vietnam	No Information	LOG CABIN	N/A	N/2318/96 (6/10/96)	N/A	
Western Samoa		LOG CABIN	N/A	252 (9/10/64)	N/A	
Yugoslavia	Kraft General Foods Inc	LOG CABIN	N/A	Z-1562/90 (8/31/90)	N/A	

2. Expired/Cancelled Foreign Trademarks

COUNTRY	OWNER	MARK	APP. NO. (DATE)	REG. NO. (DATE)	CL.	STATUS
Canada	Aurora Foods	SUPERIOR TASTE	660079 (6/18/90)		32	Abandoned 11/27/91.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0189

VI. PATENTS

1. Registered U.S. Patents

OWNER	TITLE	PAT./APPL. NO.	ISSUE DATE
Aurora Foods Inc	Cookie scoop having pneumatic diaphragm	4,191,517	03/04/80
Aurora Foods Inc	Dry cake mix especially formulated for the microwave	4,396,635	08-02-83
Aurora Foods Inc	Propylene glycol ester/polyglycerol ester shortening	4,456,626	10-25-82
Aurora Foods Inc	Microwave cake mix with lipophilic emulsifiers	4,419,377	03-22-82
Aurora Foods Inc	Process for co-milling edible fiber for use in foods	4,865,863	09-12-89
Aurora Foods Inc	Use of emulsifier to reduce chip bleed in baked goods	4,732,767	03-22-88
Aurora Foods Inc	Moister brownies made with citrus absorbent material	7,774,099	09-27-88
Aurora Foods Inc	Method simultaneously microwave heating or baking	5,106,635	04-21-92
Aurora Foods Inc	Process for making low-fat pie crust from two doughs	5,466,476	11-14-95
Aurora Foods Inc	Nonmetallic baking pan of nonuniform thickness	5,094,706	03-10-92
Aurora Foods Inc	Laminated low-fat pastry dough	5,221,546	06-22-93
Aurora Foods Inc	Pie or pastry crust made from laminated dough	5,342,642	08-30-94
Aurora Foods Inc	Controlled Heating Baking Pan	5,004,121	04-02-91

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0190

Aurora Foods Inc	Texture Equilibration in Cookies	4,892,745	01-09-90
Aurora Foods Inc	Improved emulsifier for cookies	4,680,184	07-14-87
Aurora Foods Inc	Control of browning reaction in baked goods by adding emulsifier	4,650,686	03-17-87
Aurora Foods Inc	Dual texture cookie product containing narrow melting range shortening	4,664,921	05-12-87
Aurora Foods Inc	Mixing process for cookies with storage stable texture variability	4,668,522	05-26-87
Aurora Foods Inc	Confectionery cremes	4,610,884	09-09-86
Aurora Foods Inc	Dough rolling process for laminated cookies	4,584,203	04-22-86
Aurora Foods Inc	Dough rolling apparatus for laminated cookies	4,511,318	04-16-85
Aurora Foods Inc	Dough and cookie providing storage-stable texture variability	4,455,333	06-19-84

2. Licensed Patents & Applications

Aurora Foods Inc	Microwave oven cooking vessel which will close	4,144,435	03-14-79
Aurora Foods Inc	Dynamic microwave energy moderator	4,228,334	10-14-80
Aurora Foods Inc	Sodium-free salt substitute	4,243,891	05-18-79
Aurora Foods Inc	Alpha-L-aspartyl-D-phenylglycine esters and amides	4,692,512	09-08-87
Aurora Foods Inc	Flavor system having high chocolate flavor system	4,707,365	11-17-87
Aurora Foods Inc	Alpha-L-aspartyl-D-heteroaromatic glycine derivative	4,692,513	09-08-87

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0191

Aurora Foods Inc	Microwave food carton having integral layer-divider	5,049,710	09-17-91
Aurora Foods Inc	Microwave susceptor incorporating a coating material	5,343,024	08-30-94
Aurora Foods Inc	Process for making improved MW susceptors	USSN08/580676	Filed 12/29/95
	Improved MW susceptor	USSN08/580677	Filed 12/29/95
	Flexible compartmented package that stands upright having side wall and rupturable seal	USSN TBD	Filed 5/30/97
	Shelf-stable complete pre-mixes that are combinable to form ready-to-cook mixes or food beverage products	USSN TBD	Filed 5/30/97
	Flexible compartmented package that stands upright having rupturable seal and connecting strap	USSN TBD	Filed 5/30/97

3. Corresponding Licensed Foreign Patents & Applications

US Appln./Pat. No.	Corresponding Foreign Appln./Pat. No.	Filing Date (Grant Date)	Expiration Date
4707365	CA1287251	(8/6/91)	8/6/08
	JP61-131040	6/5/86	
5049710	AU640981	(1/7/94)	11/26/10
	CA2068331	(1/9/94)	11/26/10
	EPO1901480.3	11/26/97	11/26/10
	JP3-501934	11/26/90	

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0192

5343024	AT91203179.6 BE9120317906 CA2057641-3 CH91203179.6 DE91203179.6 DK91203179.6 ES91203179.6 FR9120317906 GB91203179.6 GR91203179.6 IT91203179.6 LU91203179.6 NL91203179.6 SE91203179.6	(9/13/95)	12/5/11
08/580676	PCTUS96/20350, EPO	12/20/96	12/20/16
08/580677	PCTUS96/20351, EPO	12/20/96	12/20/16

4. Foreign Applications & Registered Patents

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
4191517	CA1122066	4/20/82	4/20/99
4396635	CA1140800	2/8/83	2/8/00
4456626	CA1192080	8/20/85	8/20/02
4419377	CA1189384	6/25/85	6/25/02
4865863	CA1293644	12/31/91	12/31/08
4732767	CA1323797	11/2/93	11/2/10
4774099	CA1331933	9/13/94	9/13/11
5106635	CA2028345	(1/17/95)	10/23/10

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0193

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
	AT0438203, BE0428203 CH0428203, DE0428203 DK0428203, FR0428203 GB0428203, LU0428203 NL0428203	(1/18/95)	11/5/10
	USSN08/085471	6/30/93	
5466476	CA2075977-1	3/1/91	3/1/11
5221546	CA2070220	6/4/96	6/4/12
5342642	CA2070219-2	(6/2/92)	6/2/12
4680184	CA1287254	8/6/91	8/6/08
4650686	CA1249478	1/31/89	1/31/06
4664921	CA1289409	9/24/91	9/24/08
4668522	CA1237071	5/24/88	5/25/05
4610884	CA1217378	2/3/87	2/3/04
4584203	CA1213171	10/28/86	10/28/03
4511318	CA1208081	7/22/86	7/22/03
4455333	ES533055, ES533056	12/14/84	12/14/04
	AT0031718, BE0031718 CH0031718,DEP3071957.4 FR0031718, GB0031718 IT0031718, NL0031718 SE0031718	4/29/87	12/23/00
	AU546310, IE52752	5/2/90	12/30/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0194

US Appln./Pat. No.	Corresponding Foreign Appln./Pat.No.	Filing Date (Grant Date)	Expiration Date
	CA1160898	1/24/84	1/24/01
	ES498143	11/23/84	11/23/04
	JP1584414	4/29/87	12/26/00
	PH17008	5/11/84	5/11/01
	CA1186174		4/30/02
4892745	AU41654	4/24/85	4/24/01
	JP60-095875	5/4/85	5/4/05
	NL85303114.4	5/2/85	8/1/08
	CA4860643, DEP3578946.8-0	5/2/85	9/26/06
	BE85303114.4 FR85303114.4 GB85303114.4 IT90-50991-BE	5/2/85	5/2/05

5. Patents Not On Schedule

OWNER	TITLE	PAT./APPLN. NO.	ISSUE DATE
Aurora Foods Inc	Composition and method for producing nonadherent dough for baked goods	4,374,863	02-22-83
Aurora Foods Inc	Composition and method providing soft flavor chips in aged baked goods	4,360,534	11-23-82

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0195

OWNER	TITLE	PAT./APPLN. NO.	ISSUE DATE
Aurora Foods Inc	Enzyme containing single-dough cookie having storage stable texture	4,344,969	08-17-82
Aurora Foods Inc	Hollow handle cookie scoop with invertible membrane	D261,972	11-24-81

SUMMARY OF TRADEMARKS

Van de Kamp's, Inc. Trademarks

I. United States

1. Registrations

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
ABBONDANZA					
United States	Van de Kamps Inc.	73/321012 (7/27/81)	1230161 (3/8/83)	30	Renewal due 3/8/03
BEACH HAVEN					
United States	Van de Kamps Inc.	73/195762 (12/6/78)	1136344 (5/27/80)	29	Renewal due 5/27/00
CELESTE					
United States	Van de Kamps Inc.	72/364617 (7/8/70)	904414 (12/15/70)	29, 30	Renewal due 12/15/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0196

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
COUNTRY SEASONED (Design)					
United States	Van de Kamps Inc.	73/210261 (4/4/79)	1141406 (11/11/80)	29	Renewal due 11/11/00
CREATE A SAUCE MIX					
United States	Van de Kamps Inc.	72/414229 (2/1/72)	945494 (10/17/72)	30	Renewal due 10/17/02. **This mark is on the Supplemental Register consider abandoning in favor of the stronger mark already on the Principle Register.**
United States	Van de Kamps Inc.	73/217065 (5/24/79)	1202912 (7/27/82)	30	Renewal due 7/27/02
FISH-O-SAURS					
United States	Van de Kamps Inc.	74/437722 (9/20/93)	1917091 (9/5/95)	14, 16	Section 8 & 15 due 9/5/01. Renewal due 9/5/05
HEALTHY TREASURES					
United States	Van de Kamps Inc.	74/201923 (9/9/91)	1766856 (4/20/93)	29	Section 8 & 15 due 4/20/99. Renewal due 4/20/03
LA CREME					
United States	Van de Kamps Inc	73/200818 (1/22/79)	1228607 (2/22/83)	29	Renewal due 2/22/03.
MRS. PAUL'S					
United States	Van de Kamps Inc.	72/031994	663544	29	Next renewal due 6/24/08. Assignment recorded

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0197

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
		(6/14/57)	(6/24/58)		June 24, 1996 on Reel/Frame: 1448/0402.
MRS. PAUL'S (stylized)					
United States	Van de Kamps Inc.	72/391717 (5/11/71)	949434 (12/26/72)	29	Next renewal due 12/26/02. Assignment recorded June 24, 1996 on Reel/Frame 1448/0402.
MRS. PAUL'S (and design)					
United States	Van de Kamps Inc.	74/723266 (8/31/95)	2011744 (10/29/96)	29	Section 8 & 15 due 10/29/02. Renewal due 10/29/06. Assignment recorded June 24, 1996 on Reel/Frame: 1448/0402.
PORTRAIT DESIGN					
United States	Van de Kamps Inc.	73/838967 (11/14/89)	1606597 (7/17/90)	30	Renewal due 7/17/00
SEA PALS					
United States	Van de Kamps Inc.	74/275931 (5/18/92)	1805466 (11/16/93)	29	Section 8 & 15 due 11/16/99. Renewal due 11/16/03
VAN DE KAMP'S (Stylized)					
United States	Van de Kamps Inc.	73/271993 (7/28/80)	1200559 (7/6/82)	29, 30	Renewal due 7/6/02
VAN DE KAMP'S					
United States	Van de Kamps Inc.	72/119509 (5/8/61)	734635 (7/17/62)	30	Renewal due 7/17/02

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0198

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
VAN DE KAMP'S (Stylized)					
United States	Van de Kamps Inc.	71/527028 (7/5/47)	552927 (1/8/52)	30	Renewal due 1/8/02
WINDMILL DESIGN					
United States	Van de Kamps Inc.	72/267881 (3/30/67)	842549 (1/16/68)	30	Renewal due 1/16/08

2. Applications

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
MRS. PAUL'S					
United States	Van de Kamps Inc.	75/454044 (3/20/98)		30	Pending Application.

3. State Registrations

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
VAN DE KAMP'S					
Washington State	Van de Kamps Inc.		30-R (9/19/55)	30	Renewal due 9/19/01
California State	Van de Kamps Inc.		62086 (8/12/80)	30	Renewal due 8/12/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0199

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
WINDMILL DESIGN					
Washington State	Van de Kamps Inc.		31R (9/21/55)	30	Renewal due 9/19/01

4. Expired/Cancelled/Abandoned

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
EVERYTHING YOU LIKE AND PLENTY OF IT!					
United States	Van de Kamps Inc.	73/091445 (6/24/76)	1058651 (2/8/77)	30	Expired 11/11/97

II. Foreign Trademarks

1. Registrations.

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
CELESTE					
Canada	Van de Kamps Inc.	353974 (6/2/72)	197394 (2/8/74)		Renewal due 2/8/04
Argentina (Replaces Reg. 1052421)	Van de Kamps Inc.	1862730 (11/16/92)	1630442 (11/16/92)	29	Renewal due 11/16/99

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0200

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
Australia	Van de Kamps Inc.		B239426 (6/1/70)	30	Renewal due 6/1/05
Columbia	Van de Kamps Inc.		78903 (12/11/87)	29	Renewal due 12/11/02
Columbia	Van de Kamps Inc.		78904 (12/11/87)	30	Renewal due 12/11/02
Denmark	Van de Kamps Inc.	1268/71 (3/30/71	2144/73 (7/27/73)	29	Renewal due 7/27/03
Fiji	Van de Kamps Inc.	22305 (6/10/92)	22305 (1/18/93)	42	Renewal due 5/31/05
Finland	Van de Kamps Inc.	1658/71 (4/2/71)	63710 (4/29/75)	29, 30	Renewal due 4/29/05
Peru	Van de Kamps Inc.	9834 (5/7/96)	93778 (10/25/96)	30	Renewal due 10/25/06
United Kingdom	Van de Kamps Inc.		1021896 (12/7/73)	30	Renewal due 12/7/04
CELESTE & DESIGN					
Venezuela	Van de Kamps Inc.		110046F (10/9/84)	29	Renewal due 10/9/99
MRS. PAUL'S					
Canada	Van de Kamps Inc.	681451 (5/6/91)	422878 (2/4/94)	--	Renewal due 2/4/2009. Assignment recorded September 27, 1996.
Mexico	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	56682 (2/6/89)	373668 (3/12/90)	29 (46)	Renewal due 2/6/2004. Recordal of assignment pending.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0201

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
Japan	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)		2018008 (1/26/88)	29 (32)	Renewal due 1/26/98, currently in progress. Recordal of assignment currently in progress.
People's Republic of China	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	42504 (11/18/85)	262476 (9/10/86)	29 (41)	Renewal filed 3/10/97. Recordal of assignment pending.
People's Republic of China	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	42503 (11/18/85)	267458 (10/30/86)	29 (33)	Renewal filed 3/10/97. Recordal of assignment pending.
MRS. PAUL'S (stylized)					
Saudi Arabia	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	--- (10/26/85)	142/63 (6/22/86)	29	NEXT RENEWAL DUE 3/21/05. Recordal of assignment pending.
PET WHIP					
Canada	Van de Kamps inc	402642 (9/29/76)	229032 (7/14/78)	29	Renewal due 7/14/08
VAN DE KAMP'S					
Canada	Van de Kamps Inc.	533103 (12/11/84)	338184 (3/18/88)		Renewal due 3/18/03
Malaysia	Van de Kamps Inc.	85/01030 (3/11/85)	85/1030 (3/11/85)	29	Renewal due 3/11/06
Mexico	Van de Kamps Inc.	213311 (9/27/94)		29	Registration has not yet issued.
Singapore	Van de Kamps Inc.	921/85	921/85	29	Renewal due 3/6/02

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0202

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
		(3/6/85)	(3/6/85)		

2. **Applications**

MARK/ COUNTRY	OWNER	APPL. NO. (DATE)	REG. NO. (DATE)	CL	STATUS
CELESTE					
Argentina	Van de Kamps Inc.	1941866 (10/12/94)	——	30	Application still pending
MRS. PAUL'S					
Oman	Van de Kamps Inc. (in the name of Mrs. Paul's Kitchens)	5092 (12/29/90)	---	29	Pending trademark application. Recordal of assignment pending.
United Arab Emirates	Campbell Soup Company	10717 (5/22/95)	---	29	Pending trademark application. Recordal of assignment pending.
United Arab Emirates	Campbell Soup Company	10718 (5/22/95)	---	30	Pending trademark application. Recordal of assignment pending.

III. Licensed Trademarks

MARK/COUNTRY	OWNER	REG. NO. (DATE)	STATUS
AUNT JEMIMA			
United States	The Quaker Oats Company	1575365 (1/2/90)	Renewal due 1/2/00

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0203

MARK/COUNTRY	OWNER	REG. NO. (DATE)	STATUS
United States	The Quaker Oats Company	1590084 (4/3/90)	Renewal due 4/3/00
United States	The Quaker Oats Company	797560 (10/12/65)	Renewal due 10/12/05
Canada	The Quaker Oats Company of Canada Limited	TMA164781 (8/15/69)	Renewal due 8/15/99
AUNT JEMIMA & DESIGN			
United States	The Quaker Oats Company	1697862 (6/30/92)	**Section 8 & 15 due 6/30/98.** Renewal due 6/30/02
Canada	The Quaker Oats Company of Canada Limited	TMA384601 (5/17/91)	Renewal due 5/17/06
AUNT JEMIMA PORTRAIT DESIGN			
United States	The Quaker Oats Company	1699260 (7/7/92)	**Section 8 & 15 due 7/7/98.** Renewal due 7/7/02
United States	The Quaker Oats Company	1614072 (9/18/90)	Renewal due 9/18/00.

R&O-397943.1

TRADEMARK
REEL: 1820 FRAME: 0204

SCHEDULE III
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Office Locations

Name of Grantor	Office Location
Aurora Foods Inc.	456 Montgomery Street Suite 2200 San Francisco, CA 94104

SCHEDULE IV
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Other Names

Name of Grantor	Other Names
Aurora Foods Inc.	MBW Foods Inc. MBW Holdings Inc. Aurora Foods Holdings, Inc. Van de Kamp's, Inc. VDK Holdings, Inc. AurFoods Operating Co. Inc.

SCHEDULE V
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Filing Offices

Secretary of State, California
San Francisco County, California

SCHEDULE VI
TO VAN DE KAMP'S PATENT AND TRADEMARK SECURITY AGREEMENT

[FORM OF ACKNOWLEDGEMENT]

This Acknowledgement, dated _____, [199_] [200_], is delivered pursuant to Section 21 of the Van De Kamp's Patent and Trademark Security Agreement referred to below. The undersigned hereby agrees that this Acknowledgement may be attached to the Van De Kamp's Patent and Trademark Security Agreement dated July 1, 1998, by and among the Grantors referred to therein and The Chase Manhattan Bank, as Secured Party (the **"Van De Kamp's Patent and Trademark Security Agreement"**, capitalized terms defined therein being used herein as therein defined), that the undersigned by executing and delivering this Acknowledgement hereby becomes a Grantor under the Van De Kamp's Patent and Trademark Security Agreement in accordance with Section 21 thereof and agrees to be bound by all of the terms thereof, and that the Patents, Registrations and Trademark Rights described on this Acknowledgement shall be deemed to be part of the and shall become part of the Collateral and shall secure all Secured Obligations.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

Notice Address:

_____

_____

_____

_____

Trademark Registrations

Registered Owner	Trademark Description	Registration Number	Registration Date	Jurisdiction

Patents Issued

Patent No.	Issue Date	Invention	Inventor

Patents Pending

Applicant's Name	Date Filed	Application No.	Invention	Inventor

509265\0502\02566\986QKLJH.OTH

SIMPSON THACHER & BARTLETT
425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER
(212) 455-3393

E-MAIL ADDRESS
l_lesser@stblaw.com

EXPRESS MAIL

October 21, 1998

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of The Chase Manhattan Bank, as Administrative Agent, covering 34 U.S. trademarks and trademark applications, 4 U.S. patents and patent applications, and 6 licenses in U.S. trademarks.

Three checks for $865, $160, and $165 are enclosed to cover the filing fees. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

Lori E. Lesser

cc: Janice Kam
Enclosure

RECORDED: 10/23/1998

TRADEMARK
REEL: 1820 FRAME: 0210