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12-07-1998

COVER SHEET
JULY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner

100914958

has attached original documents or copy thereof.

1. Name of conveying party(ies):

MK Acquisition Corp.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective assignment to correct assignee recorded at R 1596/F 0555
- Merger
- Change of Name

Execution Date: May 30, 1997

2. Name and address of receiving party(ies)

Name: UBS AG acting through its
New York Branch

Internal Address:

Street Address: 299 Park Avenue

City: New York State: NY ZIP: 10171

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

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

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,553,948

Additional numbers attached? Yes No

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

Name: UBS AG

Internal Address: Attn: Renata Jacobson

Street Address: 299 Park Avenue

City: New York State: NY ZIP: 10171

12/04/1996 BUYER 0000139 1353948

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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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.

Jessica L. Tveryar
Name of Person Signing

Jessica L. Tveryar
Signature

11/16/98
Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK
REEL: 1822 FRAME: 0415

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

MK Acquisition Corp.

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

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

3. Nature of conveyance:

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

Execution Date: May 30, 1997

2. Name and address of receiving party(ies)

Name: UBS Securities LLC

Internal Address: Leverage Finance Dept.

Street Address: 299 Park Avenue, 25th Floor

City: New York State: NY ZIP: 10071

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1553948

Additional numbers attached? Yes No

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

Name: UBS Securities LLC

Internal Address: Renata Jacobson

Street Address: 299 Park Avenue, 25th Floor

City: New York State: NY ZIP: 10071

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach 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.

Joanna Smith

Name of Person Signing

Joanna Smith

Signature

June 6, 1997

Date

Total number of pages including cover sheet, attachments, and documents: 5

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 30, 1997, is by MK Acquisition Corp., a Delaware corporation (the "Borrower"), in favor of Union Bank of Switzerland, acting through its New York Branch, as agent (the "Agent") for its benefit and the benefit of the Lenders (as defined in the Loan and Security Agreement referred to below)

WITNESSETH:

WHEREAS, the Borrower, the Agent and the Lenders have entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement", the terms defined herein and not otherwise defined herein being used herein as therein defined);

WHEREAS, as a condition to the Lenders making the credit facilities available to the Borrower under the Loan Agreement, the Lenders have required the execution and delivery of this Trademark Security Agreement by the Borrower;

NOW, THEREFORE, in consideration of the premises set forth in the Loan Agreement and in order to induce the Lenders to make available the credit facilities thereunder, the Borrower hereby agrees with the Agent for the benefit of the Agent and the benefit of the Lenders as follows:

SECTION 1. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby assigns to the Agent for its benefit and the benefit of the Lenders, and grants to the Agent for its benefit and the benefit of the Lenders, a continuing security interest in the Borrower's right, title and interest in and to the following, whether now or hereafter existing or acquired (collectively, the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations and applications for registrations which have heretofore been or may hereafter be issued or filed thereon throughout the world (including without limitation those listed on Schedule I hereto), all renewals of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all rights corresponding thereto throughout the world in and to all of the foregoing.

SECTION 2. Loan Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Agent on its behalf and on behalf of each Lender in the Trademark Collateral with the United States Patent and Trademark


Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon the later of payment in full and termination of the Obligations and the Termination Date, the Agent shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

MK ACQUISITION CORP.

By 
Name: David R. Wilson
Title: Treasurer and Chief Financial Advisor

TRADEMARKS

1. U.S. Trademark No. 1553948 registered August 29, 1989 for the right to use the name "Nicolosi's Mother's Kitchen" in connection with cheesecakes, cakes and pies.