FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

MRD RECORD TR

12-08-1998

100917554

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼12-4-98▼

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

1. Name of conveying party(ies):

Wampler Foods, Inc.
P.O. Box 7000
Broadway, Virginia 22815-7000

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 W. Monroe Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State IL
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Trademark Collateral Agreement

Execution Date: November 20, 1998

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

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh St NW Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) $415.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

12/07/1998 DNGUYEN 00000078 2152853

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 375.00 OP

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.

Nancy A. Zarazua
Name of Person Signing

Nancy A. Zarazua
Signature

12-2-98
Date

Total number of pages including cover sheet, attachments, and document: 9

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

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK/ SERVICE MARK TRADE NAME	REGISTRATION NO. OR SERIAL NO. IF AN APPLICATION IS PENDING	REGISTRATION DATE OR FILING DATE IF AN APPLICATION IS PENDING	RENEWAL DATE
WAMPLER FOODS	2,152,853	4/21/98	
WAMPLER FOODS and design	2,152,852	4/21/98	
WAMPLER LONGACRE	1,487,014	5/3/88	
WAMPLER LONGACRE and design	1,511,929	11/8/88	
TRIM FREE	1,783,541	7/20/93	
TRIM FREE – chicken in heart design	1,779,775	6/29/93	
TRIM FREE and design	1,837,261	5/17/94	
DINOSAUR WINGS	1,742,424	12/22/92	
KAFETERIA KIT	74/728/202	9/6/95	
THE DELI ROAST COLLECTION	1,945,997	1/2/96	
THE DELI ROAST COLLECTION and design	1,945,998	1/2/96	
LEAN-LITE DELI	802,455	5/26/89	
ROUND HILL	Not Registered		
FARMER'S CHOICE	73/526,084	3/11/85	
COLONEL ROCKINGHAM design	608,440	7/5/55	
ROCKINGHAM	Not Registered		
WAMPLER. IT'S REALLY THAT GOOD	75/412,856	12/31/97	
IT'S REALLY THAT GOOD . . . FOR YOUR BUSINESS	75/534,913	8/12/98	

TRADEMARK COLLATERAL AGREEMENT

This 20th day of November, 1998, Wampler Foods, Inc., a Virginia corporation (*"Debtor"*) with its principal place of business and mailing address at P.O. Box 7000, Broadway, Virginia 22815-7000, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation (*"HTSB"*) with its mailing address at 111 West Monroe, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors identified are defined in the Security Agreement described below, and its successors and assigns (*"Secured Party"*), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application;

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WAMPLER FOODS, INC.

(CORPORATE SEAL)

By _____
Its Treasurer

Dale S. Lam
(Type or Print Name)

ATTEST:

_____
Its Secretary
ASST.

HARRIS TRUST AND SAVINGS BANK, as Agent for the Secured Creditors

E. John Rosenberger
(Type or Print Name)

By _____
Its _____

_____
(Type or Print Name)

TRADEMARK
REEL: 1823 FRAME: 0419

STATE OF Virginia)
) SS
CITY ~~COUNTY~~ OF Harrisonburg)

I, Martha M. Munson a Notary Public in and for said City ~~County~~, in the State aforesaid, do hereby certify that Dale S. Lam, Treasurer of Wampler Foods, Inc., a(n) Virginia corporation, and E. John Rosenberger, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of November, 19 98.

Martha M. Munson
Notary Public

(NOTARIAL SEAL)

Martha M. Munson
(Type or Print Name)

My Commission Expires:

1/31/2000

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WAMPLER FOODS, INC.

(CORPORATE SEAL)

By _____

Its _____

_____

(Type or Print Name)

ATTEST:

_____

Its Secretary

HARRIS TRUST AND SAVINGS BANK, as Agent for the Secured Creditors

_____

(Type or Print Name)

By William T. Kane

Its Vice President

William T. Kane

(Type or Print Name)

TRADEMARK
REEL: 1823 FRAME: 0421

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Nancy Zarazua, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Kane, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 19th day of November, 1998.

Nancy Zarazua
Notary Public

(NOTARIAL SEAL)

Nancy Zarazua
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
NANCY A ZARAZUA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP MAR 18,2001

COMMON LAW MARKS AND TRADE NAMES

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES