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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings = = =



To the Honorable Commissioner of Patents:

100937581

original documents or copy thereof.

1. Name of conveying party(ies):

Tri-Star Industries, Inc. *MCC 1-4-99*

- 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 Assignment of Security in U.S.
- Merger
- Change of Name

Trademarks and Patents

Execution Date: January 6, 1998

2. Name and address of receiving party(ies)

Name: NationsBank, N.A., as Agent

Internal Address: Suite 2800

Street Address: 233 S. Wacker

City: Chicago State: IL ZIP: 60606

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

If assignee is not domiciled in the United States, a corporate representative designator 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)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481  
02 FC:482

40.00 OP  
425.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath  
Name of Person Signing

*[Handwritten Signature]*  
Signature

12/15/98  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK  
REEL: 1837 FRAME: 0519

Continuation  
Item

SCHEDULE A

U.S. Trademark Registration

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MRS. RICHARDSON'S	1354473	August 13, 1985
MRS. RICHARDSON'S	1718489	September 22, 1992
MRS. RICHARDSON'S	1584961	February 27, 1990
NANCE'S	905950	January 12, 1971
NANCE'S	1668695	December 17, 1991
RICHARDSON (STYLIZED)	541265	April 24, 1951
RICHARDSON (STYLIZED)	502903	October 12, 1948
RICHARDSON (STYLIZED)	502904	October 12, 1948
RICHARDSON (STYLIZED)	516388	October 18, 1949
RICHARDSON (STYLIZED)	1374079	December 3, 1985
RICHARDSON FOODS CORPORATION	1359404	September 10, 1985
SINGLE SUNDAE SIZE AND DESIGN	1517333	December 20, 1988
VALUE RICH	1888719	April 11, 1995
CHICAGO'S OWN BALDWIN ICE CREAM AND DESIGN	1585980	March 6, 1990
CHICAGO'S OWN	1584976	February 27, 1990
BALDWIN	1584616	May 8, 1990
CHICAGO'S OWN BALDWIN ICE CREAM	1584975	February 27, 1990
BALDWIN AND DESIGN	1575359	January 2, 1990

**ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TRI-STAR INDUSTRIES, INC., an Illinois corporation (the "Assignor") with principal offices at 4440 West Lincoln Highway, Matteson, Illinois 60443, hereby assigns and grants to NationsBank, N.A., as Collateral Agent (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto. (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto. in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of January 5, 1998 (as amended from time to time. the "Security Agreement") Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect

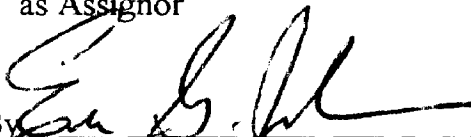
to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 6 day of January, 1998.

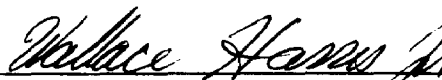
TRI-STAR INDUSTRIES, INC.

as Assignor

By   
Name: ERIC B. JOHNSON  
Title: President

NATIONSBANK, N.A.,

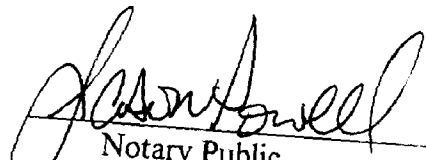
as Collateral Agent Assignee

By   
Name: WALLACE HARRIS, JR.  
Title: Vice President

STATE OF Illinois )  
COUNTY OF Cook ) ss.:

On this 6 day of January, 1998 before me personally came Eric Johnson who being duly sworn, did depose and say that he is President of Tri-Star Industries, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporation.




  
Notary Public

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

On this 02 day of January, 1998 before me personally came Wallace Harris, Jr. who, being by me duly sworn, did state as follows: that he is Vice President of NationsBank, N.A., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



  
Notary Public

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CHICAGO'S OWN BALDWIN ICE CREAM	1584975	February 27, 1990
BALDWIN AND DESIGN	1575359	January 2, 1990



PATENT

PATENT NO.

ISSUE DATE

None