

W.R.D

01-25-1999

U.S. DEPARTMENT OF COMMERCE

REC



Patent and Trademark Office
Docket No. 7933/2-3

01.99

100950047

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

1. Name of conveying party(ies): Nonni's Food Company, Inc

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

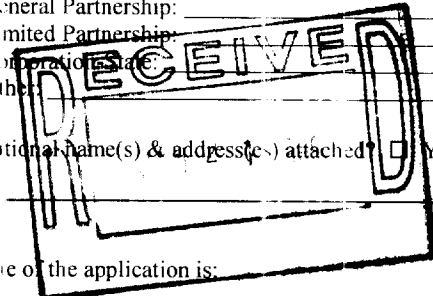
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank
Internal Address: Attn: Michael S. Real
Street Address: 555 Montgomery Street, 17th Floor
City: San Francisco, State: CA ZIP: 94111

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

Additional name(s) & address(es) attached? Yes No



3. Nature of conveyance:

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

Execution Date: 12/23/98

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

75/444,074

B. Registration No.(s)

1,727,905

Additional numbers attached? Yes No

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

Douglas L. Hendricks
Morison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 2

7. Total fee (37 C.F.R. § 3.41) \$65

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 7933/223

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952**

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.

Name: Douglas L. Hendricks

Douglas L. Hendricks
Signature

1/8/99
Date

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

01/21/1999 BNGUYEN 00000209 1727905

01 FC:481
02 FC:482

40.00 DP
25.00 DP

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

TRADEMARK
REEL: 1842 FRAME: 0577

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 23, 1998, is made by is made by NONNI'S FOOD COMPANY, INC., a Florida corporation (the "Debtor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent for each of the Lenders (as defined hereinafter) (together with its successors and assigns in such capacity, the "Administrative Lender").

RECITALS

WHEREAS, the Debtor has entered into the Revolving Credit and Term Loan Agreement, dated as of December 23, 1998 (as amended, modified or supplemented from time to time, the "Credit Agreement"), among the Debtor, the financial institutions party thereto (the "Lenders") and the Administrative Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees, for the benefit of the Administrative Lender and the Lenders, as follows:

1. DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders and the Swap Providers a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed Item A of Attachment 1 hereto;

(b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. SECURITY AGREEMENT

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Administrative Lender in the Trademark Collateral with the United States Patent and Trademark Office and Canadian Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Lender for its benefit and the benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. RELEASE OF SECURITY INTEREST

Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, termination of all Swap Contracts with the Swap Providers and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Administrative Lender shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. ACKNOWLEDGMENT

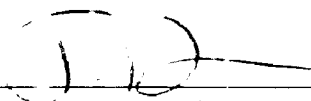
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies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

6. COUNTERPARTS

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Debtor 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.

NONNI'S FOOD COMPANY, INC.

By:  _____
Name: _____
Title: _____

TRADEMARKS AND LICENSES

All material Trademark Collateral:

Item A: Registered Trademarks, pending Trademarks and Trademark Applications that exist anywhere in the word:

See Attachment to this Attachment 1

Item B: Trademark Licenses:

NONE

ATTACHMENT TO ATTACHMENT 1

1 Complete record

0544074 -- TRADEMARKSCAN(r)-Federal
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE and Design
INTL CLASS: 30 (Staple Foods)
US CLASS: 46 (Foods & Ingredients of Foods)
STATUS: Pending; Publication/Registration Review Complete
GOODS/SERVICES: BAKED GOODS, NAMELY, BISCOTTI
SERIAL NO.: 75-444,074
FIRST USE: November 5, 1997 (Intl Class 30)
FIRST COMMERCE: November 5, 1997 (Intl Class 30)
FILED: March 3, 1998
ORIGINAL APPLICANT: SILVERADO FOODS, INC. (Oklahoma Corporation), 6846 SOUTH CANTON, SUITE
110, TULSA, OK (Oklahoma), 74136, USA (United States of America)
DISCLAIMS: "AUTHENTIC ITALIAN FAMILY RECIPE"
OTHER U.S. REGISTRATIONS: 1727905
FILING CORRESPONDENT: JAMES C WRAY, 1493 CHAIN BRIDGE RD STE 300, MCLEAN VA 22101



2 Complete record

04171232 -- TRADEMARKSCAN(r)-Federal
NONNI'S Stylized Letters
INTL CLASS: 30 (Staple Foods)
US CLASS: 46 (Foods & Ingredients of Foods)
STATUS: Registered
GOODS/SERVICES: BAKED GOODS; NAMELY, COOKIES
SERIAL NO.: 74-171,232
REG. NO.: 1,727,905
REGISTERED: October 27, 1992
FIRST USE: November 10, 1988 (Intl Class 30)
FIRST COMMERCE: April 14, 1989 (Intl Class 30)
FILED: May 29, 1991
PUBLISHED: August 4, 1992
ORIGINAL APPLICANT: NONNI'S, INC. (California Corporation), 2800 20TH STREET, SAN FRANCISCO
CA (California), 94110, USA (United States of America)
OWNER AT PUBLICATION: NONNI'S, INC. (California Corporation), 2800 20TH STREET, SAN
FRANCISCO, CA (California), 94110, USA (United States of America)
ASSIGNEE(S): SILVERADO FOODS, INC. (Oklahoma Corporation), 7112 EAST 38TH STREET, TULSA, OK
(Oklahoma), 74145, USA (United States of America)
Assignor(s): NONNI'S INC. (California Corporation)
Reel/Frame: 1104/0434
Recorded: February 14, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: SHELDON R. MEYER, FLIESLER, DUBB, MEYER & LOVEJOY, SUITE 400, 4
EMBARCADERO CENTER, SAN FRANCISCO, CA 94111-4156

NONNI'S