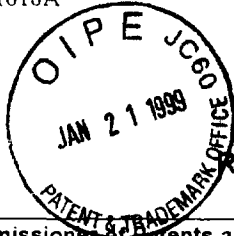


01-26-1999



100948067

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
07 11 96

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
07 11 96

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/25/1999 DHSUYEN 00000009 74185628

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 1843 FRAME: 0115

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

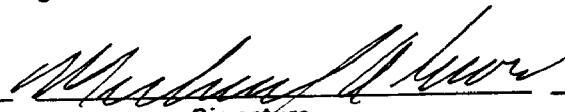
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Michael A. Grow

 1-19-99

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT AND RELEASE OF SECURITY AGREEMENT (TRADEMARKS)**

In consideration of payment by **Farmhouse Foods Company** ("Borrower") to **Fleet Capital Corporation, formerly known as Shawmut Capital Corporation** ("Assignor"), of all of the obligations to Assignor under certain agreements between Borrower and Assignor and any promissory notes delivered pursuant thereto, Assignor hereby assigns and sets over unto Borrower, its successors and assigns, and releases and terminates all of Assignor's right, title, and interest in, to and under that certain Assignment For Security (Trademarks and Trademark Licenses) dated as of November 20, 1991, and executed by Borrower in favor of Barclays Business Credit, Inc. ("Barclays") and recorded on April 19, 1993 in the United States Patent and Trademark office at Reel 0943, Frames 176-182, which Assignment for Security (Trademarks and Trademark Licenses) was assigned by Barclays to Assignor pursuant to that certain Assignment of Assignment for Security (Trademarks and Trademark Licenses) ~~dated~~ July 11, 1995 recorded on February 15, 1995 at Reel 1304, Frames 128-135, a copy of which is attached hereto as Exhibit A.

Dated: <sup>July</sup> April 11, 1996

FLEET CAPITAL CORPORATION, formerly known as SHAWMUT CAPITAL CORPORATION

By [Signature]  
Title V.P.

**ACKNOWLEDGMENT OF INSTRUMENTS**

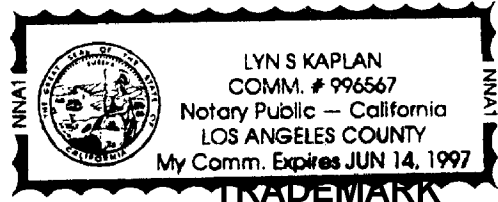
STATE OF California )  
COUNTY OF Los Angeles ) SS.

On July 11, 1996 before me, the undersigned notary public in and for said state, personally appeared John H. Collette, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~s~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

3822\0005.1LT



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dick Okada, Esq.  
Murphy, Weir & Butler  
101 California Street  
39th Floor  
San Francisco, CA 94111

**ASSIGNMENT OF  
ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK LICENSES)**

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **BARCLAYS BUSINESS CREDIT, INC.** ("Barclays") hereby grants, assigns and transfers to **SHAWMUT CAPITAL CORPORATION** all of Barclays' right, title, and interest in, to and under that certain Assignment for Security (Trademarks and Trademark Licenses) dated as of November 20, 1991, and executed by Farmhouse Foods Company in favor of Barclays and recorded on April 19, 1993, in the United States Patent and Trademark Office at Reel 0943, Frames 176-182, a copy of which is attached hereto and made a part hereof as Exhibit A.

Date: \_\_\_\_\_, 1995

BARCLAYS BUSINESS CREDIT, INC.

By:   
Melvin L. Robbins  
Senior Vice President

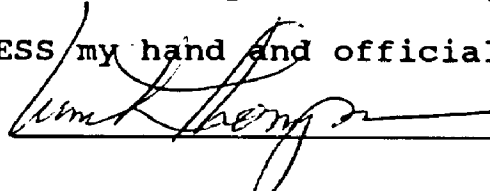
**ACKNOWLEDGMENT OF INSTRUMENTS**

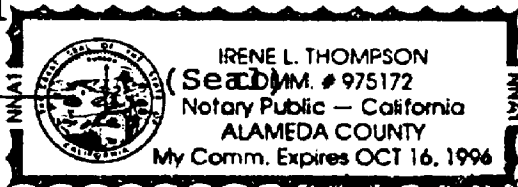
STATE OF CALIFORNIA            )  
  )        SS.  
COUNTY OF ALAMEDA         )

On January 23, 1995 before me, the undersigned notary public in and for said state, personally appeared Melvin L. Robbins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature





4671\00116.LJG

**EXHIBIT A**

TRADEMARK

REEL 1304 FRAME 128

TRADEMARK  
REEL: 1843 FRAME: 0118

5.01

ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK LICENSES)

4-04

This Assignment for Security (Trademarks and Trademark Licenses) ("Agreement") is made as of the 20th day of November, 1991 between FARMHOUSE FOODS COMPANY, a California corporation with its chief executive office and principal place of business at 1550 Atlantic Street, Union City, California 94587 ("Assignor") and BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation having an office at 1999 Harrison Street, Suite 1450, Oakland, California 94612 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are contemporaneously herewith entering into that certain Loan and Security Agreement of even date herewith (as the same may from time to time be amended, supplemented or modified, the "Loan and Security Agreement") and two (2) secured promissory notes executed by Assignor in favor of Assignee in the respective principal amounts of \$2,400,000 and \$600,000 (the "Term Notes"), pursuant to which Assignee may make loans and extend other financial accommodations to or for the account of Assignor on the terms and conditions provided therein; and

WHEREAS, pursuant to the Loan and Security Agreement, Assignor has granted to Assignee a security interest in certain collateral ("Collateral"), including all of Assignor's now existing or hereafter acquired right, title and interest in any trademarks owned by it and any trademark licenses for which Assignor is the licensor, to secure all present and future indebtedness and obligations of Assignor to Assignee, whether arising under the Loan and Security Agreement or otherwise.

NOW, THEREFORE, in consideration of the premises set forth herein, and to induce Assignee to enter into the Loan and Security Agreement and to make the loans and other financial accommodations provided for therein, Assignor agrees with Assignee as follows:

1. Grant of Security Interest. To secure the complete and timely satisfaction of all present and future "Obligations," as defined in the Loan and Security Agreement, of Assignor to Assignee, whether arising pursuant to the Loan and Security Agreement, the Term Notes or otherwise, Assignor hereby assigns, conveys, mortgages, pledges and grants to Assignee a lien on and security interest in all of Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under the following:

TRADEMARK

REEL 1304 FRAME 129

TRADEMARK

REEL 91,3 FRAME 176

**Exhibit A**

3822\A004.GBR

TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 1843 FRAME: 0119

(a) each trademark, trade name, service mark, corporate name, business name, trade style, logo and other business identifier (collectively "Trademarks") owned by Assignor, and all applications therefor filed by Assignor, including, without limitation, the Trademark applications and Trademarks listed in Schedule A hereto, and all reissues, extensions or renewals thereof;

(b) each written agreement under which Assignor is the licensor granting any right to use any of the Trademarks;

(c) the goodwill and other Collateral associated with each of the Trademarks and Trademark applications; and

(d) all proceeds of the foregoing, including, without limitation, license royalties and claims against third parties for any past, present or future infringements or dilution of any Trademark or any Trademark license under which Assignor is the licensor, or any injury to the goodwill associated therewith.

2. Assignor's Representations and Warranties.

Assignor represents and warrants to Assignee that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Assignor does not own any Trademarks other than as listed on Schedule A and is not a party to, or an assignee of a party to, any Trademark license under which Assignor is the licensor, other than as listed on Schedule A;

(c) Assignor is and shall at all times remain the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses and covenants by Assignor not to sue third persons, except for (i) the interest of Assignee under this Agreement and (ii) "Permitted Liens" (as defined in the Loan and Security Agreement); and

(d) Assignor has the unqualified right and power to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants that will enable it to comply with the covenants herein contained.

3. Restrictions on Future Agreements. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (such as,

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REEL 1304 FRAME 130

REEL 943 FRAME 177

by way of example, a license agreement) that is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.

4. New Trademarks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new Trademarks, the provisions of Paragraph 1 of this Agreement shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. If requested by Assignee, Assignor will take all steps necessary to effect the registration of such new Trademarks, if not already registered.

5. Assignee's Right to Update List of Trademarks. Assignor hereby authorizes Assignee to modify this Agreement by amending Schedule A hereto to include any future Trademarks and Trademark applications acquired by Assignor.

6. Power of Attorney. Upon the occurrence and during the continuation of an "Event of Default" under and as defined in the Loan and Security Agreement, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power (a) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Trademarks, (b) to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or (c) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

7. Duties of Assignor. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any Trademark applications pending as of the date of this Agreement or thereafter until the Obligations all have been paid in full, and to preserve and maintain all rights in the Trademarks, including, without limitation, the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a Trademark application, or any pending Trademark application or Trademark without the prior written consent of Assignee. Assignor shall protect and preserve the value and integrity of the Trademarks and, to that end, shall maintain the quality of any and all of the products or services bearing the trademarks or servicemarks included in such Trademarks at least consistent with the quality of such products

TRADEMARK

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REEL 1304 FRAME 131

REEL 943 FRAME 178

and services and Assignor's use of such marks as of the date of this Assignment. Assignee agrees to act in a commercially reasonable manner to preserve such value and integrity in the course of any disposition of the Trademarks hereunder.

8. Incorporation of Loan and Security Agreement.

Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to Assignee's lien on and security interest in the Trademarks and other collateral covered by this Agreement are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or enforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Modification. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Paragraph 5 hereof.

11. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

12. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal laws of the State of California.

13. Paragraph Headings. The paragraph headings used in this Agreement are for the convenience of the parties only and shall not be given any substantive meaning in the interpretation or construction hereof.

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REEL 1304 FRAME 132

TRADEMARK

REEL 943 FRAME 179



IN WITNESS WHEREOF, Assignor has caused this Assignment for Security (Trademarks and Trademark Licenses) to be executed and delivered by its duly authorized officer as of the day and year first written above.

FARMHOUSE FOODS COMPANY,  
a California corporation

By C. L. Davis  
C. Larry Davis  
Chairman and Chief  
Executive Officer

TRADEMARK

REEL 1304 FRAME 133

TRADEMARK

REEL 0943 FRAME 180

SCHEDULE A

U.S. Trademark Applications

Applications for the following trademarks have been filed with the United States Patent and Trademark Office by C. Larry Davis and assigned by Mr. Davis to Assignor pursuant to that certain Assignment dated November 20, 1991:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
Farmhouse	Serial No. 74/185628	July 16, 1991
Nature's Choice	Serial No. 74/185535	July 16, 1991

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REEL 1304 FRAME 134

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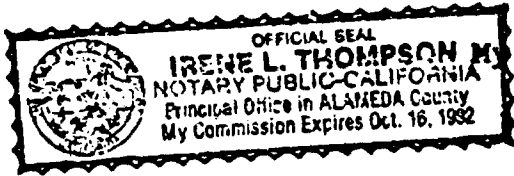
REEL 0943 FRAME 181

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF SAN FRANCISCO )

On the 20th day of November, 1991, before me personally came C. Larry Davis, personally known to me to be the person described in and who executed the foregoing instrument as the Chairman and Chief Executive Officer of FARMHOUSE FOODS COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

*Irene L. Thompson*

Notary Public



commission expires: Oct. 16, 1992

REEL 1304 FRAME 135  
TRADEMARK

REEL 94, 3 FRAME 182  
TRADEMARK

RECORDED  
PATENT & TRADEMARK OFFICE

APR 19 93

FEB 15 95

PATENT AND TRADEMARK  
OFFICE