

02-09-1999



100960757

2-5-99

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		Conveyance Type	
<input checked="" type="checkbox"/> New	2-5-99	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # _____ Frame # _____	<input type="checkbox"/> Merger	Effective Date Month Day Year _____
<input type="checkbox"/> Corrective Document	Reel # _____ Frame # _____	<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name Rymer Meat, Inc. Execution Date
Month Day Year
1 25 99

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 FINOVA Capital Corporation

DBA/AKATA _____

Composed of _____

Address (line 1) 355 South Grand Avenue

Address (line 2) _____

Address (line 3) Los Angeles CA 90071
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

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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. 20503

REEL: 1851 FRAME: 0109

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 6

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)

<input type="text" value="1807743"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1820046"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Cheri L. Costa

Name of Person Signing

Signature

2/2/99

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26 day of January, 1999, between **RYMER MEAT INC.**, an Illinois corporation having its principal place of business at 4600 South Packers Avenue, Chicago, Illinois 60609 ("**Assignor**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation having an office at 355 South Grand Avenue, Los Angeles, California 90071 ("**Lender**").

RECITALS

1. Assignor and Lender have entered into that certain Loan and Security Agreement dated April 23, 1998, which was amended by a First Amendment to Loan Documents dated as of July 14, 1998 and a Second Amendment to Loan Documents of even date herewith (such second amendment, the "**Second Amendment**") (such loan and security agreement, as so amended and as the same may hereafter be modified, amended, restated or supplemented from time to time, the "**Agreement**") pursuant to and subject to the terms and conditions of which Lender has agreed to make loans and other financial accommodations to Assignor from time to time. All capitalized terms which are not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

2. It is a condition precedent to Lender's agreement to enter into the Second Amendment that Assignor execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in order to induce Lender to enter into the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor and Lender hereby agree as follows:

1. Grant of Security Interests. To secure the Obligations, Assignor hereby pledges, collaterally assigns and grants to Lender a continuing security interest in and lien upon all of the following property of Assignor, whether now owned or existing or hereafter acquired (collectively, the "**Collateral**"):

a. all trademarks, trade names, trademark registrations and trademark applications, and all renewals thereof, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time, together with all rights corresponding thereto throughout the world, hereinafter collectively referred to as the "**Trademarks**");

b. the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

c. all proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Trademark Security Agreement to the contrary, unless and until Lender exercises the rights and remedies accorded to it hereunder and by law with respect to the realization upon its security interest in and collateral assignment of the Collateral, Assignor shall own and may use and enjoy the Collateral in connection with its business operations, but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Collateral.

2. Assignor's Representations and Warranties. Assignor represents and warrants that:

a. Each of the Trademarks material to the conduct of Assignor's business is, to the best of its knowledge, subsisting and has not been adjudged invalid or unenforceable;

b. Schedule A hereto sets forth a true and complete list of all Trademarks owned or used by Assignor as of the date hereof;

c. Upon filing of this Agreement in the United States Patent and Trademark Office and upon the filing of UCC-1 financing statements delivered to Lender pursuant to the Agreement, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Assignor and all third Persons in accordance with its terms;

d. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

e. Assignor has the unqualified right to enter into this Agreement and perform its terms; and

f. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third Persons, except for the security interest granted hereunder.

3. Assignor's Covenants. Assignor covenants and agrees that:

a. Assignor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

b. Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice as required by law in connection with its use of the Trademarks; and

c. Assignor shall not abandon any of the Trademarks material to the conduct of Assignor's business or the registrations or applications therefor without Lender's prior written consent.

4. Lender's Right to Inspection. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto, as provided in Section 9.1 of the Agreement. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 4 of this Trademark Security Agreement.

5. No Licensing. Assignor agrees that, until all of the Obligations (other than Assignor's continuing indemnity obligations to Lender) have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Assignor's duties under this Trademark Security Agreement.

6. After-Acquired Property: Further Assurances. If, before the Obligations have been satisfied in full, Assignor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Assignor shall give to Lender prompt notice thereof in writing. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof. Assignor agrees to execute such further papers and to do such other acts as may be necessary and proper to perfect or continue the perfection of Lender's security interest in all of the Collateral.

7. Lender's Rights after Event of Default. Upon or after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which Assignor hereby waives, collect directly any payments due Assignor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Assignor hereby agrees that ten (10) days written notice to Assignor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by the Code or other applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Assignor, which right Assignor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in the order and manner set forth in the Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. If any deficiency shall arise, Assignor shall remain liable to Lender therefor.

8. Attorney-in-Fact. Assignor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to

endorse Assignor's name on all applications; documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other 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 until all of the Obligations shall have been satisfied in full and the Agreement shall have been terminated.

9. Termination. At such time as all of the Obligations shall have been satisfied finally and in full (other than Assignor's continuing indemnity obligations to Lender) and the Agreement shall have been terminated, Lender shall execute and deliver to Assignor all releases and other instruments necessary to terminate Lender's security interest in the Collateral.

10. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Assignor (it being the intent of Assignor and Lender that Assignor shall be responsible for the payment of all sums, fees, costs and expenses, including without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender, shall be paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Agreement.

11. Protection of Collateral. Assignor shall use its best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks material to the conduct of Assignor's business pending as of the date of this Trademark Security Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks material to the conduct of Assignor's business, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks material to the conduct of Assignor's business. Any expenses incurred in connection with such applications or proceedings shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application material to the conduct of Assignor's business, or any pending trademark application or trademark material to the conduct of Assignor's business without the consent of Lender.

12. Lender May Prosecute. Notwithstanding anything to the contrary contained in paragraph 11 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts (including bringing suit) and

execute any and all proper documents required by Lender to aid such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 12. Nothing herein shall be deemed to prohibit Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit. If Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks material to the conduct of its business or Lender's interest therein pursuant to this Agreement.

13. No Waiver; Remedies Cumulative. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. 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 unenforceability 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.

15. Miscellaneous. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of Assignor. Assignor shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender. Notice of acceptance hereof is hereby waived by Assignor.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona.

17. WAIVER OF JURY TRIAL. ASSIGNOR AND LENDER EACH WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

WITNESS the execution hereof under seal as of the day and year first above written.

RYMER MEAT INC.

By: *Edward M. Hebert*

Name: Edward M. Hebert

Title: Senior Vice President, Chief Financial
Officer and Treasurer

Accepted:

FINOVA CAPITAL CORPORATION

By: *Maryann V. Piccinetti*

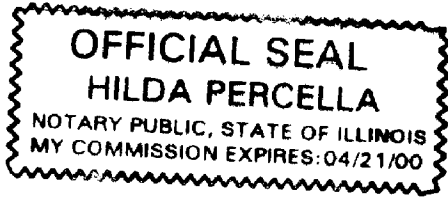
Name: *Maryann V. Piccinetti*

Title: *Asst Vice President*

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Edward M. Hebert, Senior Vice President, Chief Financial Officer and Treasurer of Rymer Meat Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 21ST day of January, 1999.

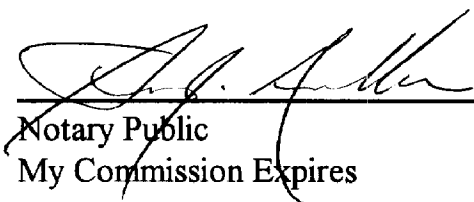


Hilda Percella
Notary Public
My Commission Expires
[NOTARIAL SEAL]

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

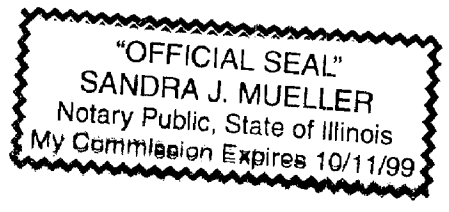
BEFORE ME, the undersigned authority, on this day personally appeared MARYANN RICHMOND,
Vice President of FINOVA Capital Corporation, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed
of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25 day of January, 1999.



Notary Public
My Commission Expires

[NOTARIAL SEAL]



SCHEDULE A

Federal Trademark Registrations

Trademark	Status	Reg. No.	Reg. Date
Prep-Less Kitchen	Registered	1807743	11/30/93
DAR Foods	Registered	1820046	2/8/94