

02-22-1999

2/10/99 258-50470/DPP/JEG

FORM PTO-1595  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100969319

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

2/10/99

1. Name of Conveying Party(ies):

Anchor Food Products, Inc.

- Individual(s)
- Association
- General partnership
- Limited Partnership
- Corporation- Wisconsin
- Other

Additional name(s) of conveying party(ies) attached?  YES  NO

3. Nature of Conveyance:

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

Execution Date: January 15, 1999

2. Name and address of receiving party(ies):

Name: Poppers Supply Company

Internal Address:

Street Address: 340 S.E. 7<sup>th</sup> Avenue

City Portland State OR ZIP 97214

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

Oregon

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,922,249

Additional numbers attached?  Yes  No

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

Name: James E. Geringer, Esq.

Klarquist Sparkman Campbell Leigh & Winston, LLP

Internal Address:

One World Trade Center, Suite 1600

Street Address:

121 S.W. Salmon Street

City Portland State Oregon ZIP 97024-2988

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):... 40.00

- Enclosed
- Any deficiency/overpayment is authorized to be charged to deposit account

8. Deposit account number: 02-4550

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.

James E. Geringer, Esq.

2/10/99

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 3

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40.00 OP

TRADEMARK  
REEL: 1856 FRAME: 0436

## Exhibit 2

Security Agreement

This Security Agreement is made as of the 15th day of January, 1999, by and between Anchor Food Products, Inc., a Wisconsin corporation doing business at 555 Hickory Farm Lane, Appleton, Wisconsin 54914 ("Anchor") and Poppers Supply Company, an Oregon corporation doing business at 340 S.E. 7th Avenue, Portland, Oregon 97214 ("Poppers Supply").

Whereas, Poppers Supply is the owner of U.S. Trademark Registration No. 1,922,249, for the trademark POPPERS, for "coated and breaded vegetable pieces" (the "'249 Registration").

Whereas, Anchor is desirous of acquiring certain rights of Poppers Supply in the POPPERS trademark, the '249 Registration, and the business and good will of the business in connection therewith, and thereafter to use the POPPERS mark in connection with (a) frozen and refrigerated appetizers (including coated and breaded vegetable pieces) and entrees; and (b) dips and sauces used in connection with such appetizers and entrees (the "Anchor Goods").

Whereas, the parties have entered into the Trademark Assignment, Coexistence and Security Agreement by and between Anchor and Poppers Supply, dated as of the 15th day of January, 1999.

Now, therefore, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

To secure the payment obligations noted in the Trademark Assignment, Coexistence and Security Agreement, Anchor hereby grants to Poppers Supply a security interest in the mark POPPERS as it pertains to the Anchor Goods; the '249 Registration; and the business symbolized by said trademark for the Anchor Goods. While any of the payment obligations in the Trademark Assignment, Coexistence and Security Agreement are outstanding, Anchor agrees to comply with the following terms and conditions:

(a) Anchor represents, warrants and covenants that: (i) Anchor has the unqualified right to enter into the Trademark Assignment, Coexistence and Security Agreement and to perform in accordance with its terms; (ii) Anchor owns the POPPERS mark as it pertains to the Anchor Goods, the '249 Registration, and the good will of the business symbolized by said trademark, free and clear of all

encumbrances and security interests (except Poppers Supply's security interest); (iii) Anchor has not granted, transferred or conveyed any rights in the POPPERS mark as it pertains to the Anchor Goods, or the '249 Registration, and will not do so without Popper's Supply written consent; and (iv) Anchor has used and will continue to use standards of quality consistent with its past provision of goods and services in connection with the POPPERS mark under license from Poppers Supply.

(b) Poppers Supply will have the right to inspect the nature and quality of the goods and services provided by Anchor in connection with the POPPERS mark.

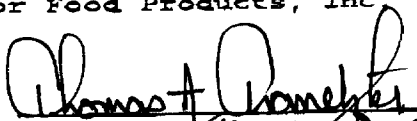
(c) Anchor will assume full and complete responsibility for the prosecution, defense, maintenance, enforcement and any other actions that it may deem necessary or desirable in connection with the POPPERS mark as it pertains to the Anchor Goods, including the timely renewal of the '249 Registration and any other POPPERS registrations for such goods, and will hold Poppers Supply harmless from any and all costs, damages, liabilities and expenses that Anchor incurs in connection with such actions.

(d) If Anchor fails to make when due any of the payments noted above or fails to rectify any breach of this Security Agreement or the Trademark Assignment, Coexistence and Security Agreement within 60 days after receipt of written notice from Poppers Supply of such non-payment or breach, then all of the payments due under the Trademark Assignment, Coexistence and Security Agreement will become immediately due and payable and Poppers Supply may take possession of the POPPERS mark as it pertains to the Anchor Goods, the '249 Registration, and the goodwill of the business symbolized by said trademark. In addition to these remedies, Poppers Supply will be entitled to any and all remedies available under applicable law, including the Uniform Commercial Codes of the States of Oregon and Wisconsin.

This Security Agreement is governed by and subject to the terms of the Trademark Assignment, Coexistence and Security Agreement.

In witness whereof, Anchor has executed this Security Agreement as of the date first written above.

Anchor Food Products, Inc.

By:   
Name: THOMAS D. TRANETZKI  
Title: VP-CFO