Form PTO-1594 (Rev 6-93) MRD 3/4/99

RE

03-09-1999

U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Pat ... al documents or copy thereof.

100978993

1. Name of conveying party(ies):

H&M FOOD SYSTEMS COMPANY, INC.
520 Lake Cook Road
Suite 550
Deerfield, Illinois 60015

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - Delaware
☐ Other

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

OIPE JC60 MAR 04 1999 PATENT & TRADEMARK OFFICE

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: March 16, 1998

...iving party(ies):

Name: DLJ Capital Funding, Inc.
as collateral agent
Internal Address: 17th Floor

Street Address: 277 Park Avenue

City: New York State: NY ZIP: 10172
Country: .

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation 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 trademark 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)

SEE ATTACHED

B. Trademark No.(s)

SEE ATTACHED

Additional numbers attached ☒ Yes ☐ No

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

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW
Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 49

7. Total fee (37 CFR 3.41): $1240.00

☒ Enclosed (Check No. 16484)

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

03/09/1999 DNGUYEN 00000013 1035866

01 FC:481 40.00 OP
02 FC:482 1200.00 OP

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.

Nora A. Whitescarver — Name of Person Signing
Nora A. Whitescarver — Signature
March 3, 1999 — Date

Total number of pages comprising cover sheet and document attachments: 17

ANNEX I

U.S. TRADEMARKS

Mark	Reg. No.	Registration Date	Renewal Date	First Use	Goods
A-ROMA & Design	1035866	3/16/76	3/16/96	06/28/74	Frozen Pizza Meat Sauce
Bull's Head Design	767262	3/24/64	3/24/2004	04/18/63	Frozen Cubed Beef Steaks
BURGER FLEET	1477939	2/23/88	2/23/2008	05/09/87	Sandwiches
BURGER FLEET & Design	1478916	3/01/88	03/01/2008	05/09/87	Sandwiches
COUNTRY ESTATES	1477922	2/23/88	2/23/2008	06/06/87	Beef, Pork, and Veal Steaks
COUNTRY ESTATES & Design	1478879	03/01/88	03/01/2008	06/06/87	Beef, Pork, and Veal Steaks
DF DESIGN FOODS	1470808	12/29/87	12/29/2007	12/24/86	Meats & Processed Foods
DESIGN FOODS & Design	1649601	07/02/91	7/02/2001	1989	Fresh, processed and breaded meats and vegetables; potato skins, date nut bread, salad dressing, pastries, soup concentrate
DESIGN FOODS CHEFMASTER PREMIER ENTREES	1710212	8/25/92	8/25/2002	1989	Entrees, dinners, and side dishes

TRADEMARK
REEL: 1865 FRAME: 0156

Mark	Reg. No.	Registration Date	Renewal Date	First Use	Goods
DESIGN FOODS EGGCEPTIONAL PREPARE EGG	1754081	2/23/93	2/23/2003	1989	Frozen products of coagulated egg in roll form, hard-cooked diced egg, egg topping, frozen ready-to-scramble egg product
DIXIE FROZEN FOODS	1097622	7/25/78	7/25/98	08/07/46	Frozen Meat Products
¡FAJITAS! & Design	1421291	12/16/86	12/15/2006	07/29/85	Chicken & Beef
FIESTA STIX	1463043	10/27/87	10/27/2007	10/13/86	Tortillas w/Beef
GOURM-EGG	920826	9/21/71	9/21/2001	09/24/70	Frozen Egg Product
HI-BRAND & H Design	805677	3/15/66	3/15/2006	04/18/63	Frozen Meats
INTERLOCKING S Design	1235366	4/19/83	04/19/2003	12/20/73	Ground Meat
LA MARCA & Design	1626142	12/04/90	12/04/2000	07/31/88	Meats & Processed Foods
LA MARCA & Design	1250608	9/06/83	9/6/2003	02/06/82	Packaged Frozen Burritos
LA MARCA FOODS	1250607	9/06/83	9/6/2003	02/06/82	Packaged Frozen Burritos
LARRY'S	1049135	9/28/76		1946	Packaged and Frozen Foods
LINE UP, POWER UP	1695470	6/16/92	6/16/2002		
MAKING GOOD FOODS BETTER	1387651	3/25/86	3/25/2006	01/07/84	Frozen Entrees
MUNCH-NAKS Logo	1658703	9/24/91	9/24/2001		
MUNCH-NAKS	1755564	3/02/93	3/02/2003	06/00/90	Snack Foods
NUTRI-LEAN	1509420	10/18/88	10/18/2008	05/22/85	Macaroni and Cheese
PARTY PLANKS	1488707	5/17/88	5/17/2008	07/31/87	Breaded Beef and Cheese Sticks

Mark	Reg. No.	Registration Date	Renewal Date	First Use	Goods
PARTY PLANKS & Design	1490378	5/31/88	5/31/2008	07/31/87	Breaded Beef and Cheese Sticks
PASTRY STIX	1477940	2/23/88	2/23/2008	05/30/87	Pastries
POKERCHIP	1017518	8/5/75	8/5/95	08/16/72	Frozen Pre-Cooked Meat Patties
POWER PACKED	1226083	2/01/83	2/01/2003	08/77	Meats & Processed Food
POWER PACKED	1555945	9/12/89	9/12/2009	09/89	Breaded meats, chimi-changas, tacos
POWER PACKED & Design	1108146	12/05/78	12/05/98	08/77	Portion-controlled prepared meat entrees for institu-tional use
POWER PACKED PETE Design	1747856	1/19/93	1/19/2003		
PUB CLASSICS	1511111	11/01/88	11/01/2008	08/87	Frozen hamburger pieces
PUB CLASSICS & Design	1511113	11/01/88	11/01/2008	08/87	Frozen hamburger pieces
SCHOOL FOOD IS COOL FOOD	1697041	6/23/92	6/23/2002	07/90	Portion controlled prepared meat entrees
SMALL INTERLOCKING S Design	1017515	8/5/75	8/5/95	12/20/73	Fresh & Frozen Beef
SOUTHERN PRIDE	904798	12/22/70	12/22/2000	1962	Frozen Foods
STANDARD'S CHEFMASTER PREMIER ENTREE & Design	1509385	10/18/88	10/18/2008	02/02/86	Meats & Processed Foods
STANDARD'S CRISPY CLASSICS BATTERED & BREADED SPECIALTIES and Design	1423058	12/30/86	12/30/2006	07/03/85	Breaded Chicken for Institu-tional Use
STANDARD'S EGGCEPTIONAL PREPARED EGG PRODUCTS	1480926	3/15/88	3/15/2008	02/02/86	Frozen Egg Products

Mark	Reg. No.	Registration Date	Renewal Date	First Use	Goods
THREE 'N THICK	1075143	10/11/77	10/11/97	03/74	Frozen Pre-Cooked Meat Patties
WEIGHTLIFTER DESIGN	1108146	12/5/78	12/05/98	08/77	Prepared Meat Entrees for Institutional Use
YE OLDE PUB and Design	1511112	11/01/88	11/01/2008	08/87	Frozen hamburger pieces

TRADEMARK APPLICATIONS

Mark	Status	Application No.
COUNTRY BRAND	Dispatched	
KITCHEN CAFE	Pending	74/283,760
KITCHEN CAFE with French Accent	Pending	74,290,278
MUNCH NAKS	Pending	
TOMORROW'S MENU SOLUTIONS . . . TODAY	Pending	74/300,577
TOMORROW'S MENU SOLUTIONS . . . TODAY Over DESIGN FOODS	Pending	74,300,576

UNREGISTERED TRADEMARKS

Design Foods

TRADEMARK LICENSES

The Grantor has gratned a world-wide, exclusive license to use the U.S. trademark LA MARCA to RHSCO Enterprise, Inc., in connection with its sales to the food service and school lunch sales industries, pursuant to a license dated as of May 31, 1993.

U.S. TRADEMARKS

Mark	Reg. No.	Registration Date	Renewal Date	First Use	Goods
SWISS ACRES	1,697,041	6/23/92	6/23/2002	9/90	Milk, cream, half-and-half, buttermilk, chocolate milk, egg nog

Doc #:DS2:340900.1 5717

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 1998, is made between H&M FOOD SYSTEMS COMPANY, INC., a Delaware corporation (the "Grantor"), and DLJ CAPITAL FUNDING, INC., as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, each of the other Revolving Credit Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Agents, the Documentation Agent named therein and the Collateral Agent, the Lenders and the Issuer have extended Revolving Credit Commitments to make Revolving Credit Extensions to the Revolving Credit Borrowers (including the Grantor);

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Revolving Credit Borrowers Security Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Revolving Credit Extensions to the Revolving Credit Borrowers (including the Grantor) pursuant to the Credit Agreement and each Revolving Credit Extension (including the initial Revolving Credit Extensions) to the Revolving Credit Borrowers (including the Grantor), and to issue and participate in Revolving Credit Letters of Credit for the account of the Revolving Credit Borrowers (including the Grantor), pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 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 (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached 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);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor 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 attached 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.

TRADEMARK
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SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Revolving Credit Letters of Credit (or the cash collateralization (on terms and conditions satisfactory to the Agents and the Issuer) of all Reimbursement Obligations in respect of such Revolving Credit Letters of Credit) and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 8.1.1 of the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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.

SECTION 6. Revolving Credit Document, etc. This Agreement is a Revolving Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. 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.

TRADEMARK
REEL: 1865 FRAME: 0163

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

H&M FOOD SYSTEMS COMPANY, INC.

By: _____
Title:

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: _____
Title:

24279468

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: _____
Title:

Harold J. Philipps
Managing Director

ATTACHMENT 1
to Borrower Trademark
Security Agreement

Item A. Trademarks

Registered Trademarks

*Country	Trademark	Registration No.	Registration Date

SEE ANNEX I ATTACHED HERETO.

Pending Trademark Applications

*Country	Trademark	Serial No.	Filing Date

Trademark Applications in Preparation

*Country	Trademark	Docket No.	Expected Filing Date	Products/ Services

Item B. Trademark Licenses

*Country or Territory	Trademark	Licensor	Licensee	Effective Date	Expiration Date

SEE ANNEX I ATTACHED HERETO.

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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

24279468

ANNEX I

U.S. TRADEMARKS

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GOURM-EGG	920826	9/21/71	9/21/2001	09/24/70	Frozen Egg Product
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INTERLOCKING S Design	1235366	4/19/83	04/19/2003	12/20/73	Ground Meat
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LINE UP, POWER UP	1695470	6/16/92	6/16/2002		
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POWER PACKED	1555945	9/12/89	9/12/2009	09/89	Breaded meats, chimi-changas, tacos
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PUB CLASSICS	1511111	11/01/88	11/01/2008	08/87	Frozen hamburger pieces
PUB CLASSICS & Design	1511113	11/01/88	11/01/2008	08/87	Frozen hamburger pieces
SCHOOL FOOD IS COOL FOOD	1697041	6/23/92	6/23/2002	07/90	Portion controlled prepared meat entrees
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YE OLDE PUB and Design	1511112	11/01/88	11/01/2008	08/87	Frozen hamburger pieces

TRADEMARK APPLICATIONS

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KITCHEN CAFE with French Accent	Pending	74,290,278
MUNCH NAKS	Pending	
TOMORROW'S MENU SOLUTIONS . . . TODAY	Pending	74/300,577
TOMORROW'S MENU SOLUTIONS . . . TODAY Over DESIGN FOODS	Pending	74,300,576

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