

03-22-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100989758

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Handwritten: Mvd 3-1599

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
3 5 99

Conveying Party

Mark if additional names of conveying parties attached

Name Gorges/Quik-To-Fix Foods, Inc.

Execution Date
Month Day Year
3 5 99

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name The CIT Group/Business Credit, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1200 Ashwood Parkway

Address (line 2) Suite 150

Address (line 3) Atlanta

Georgia

30338

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

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.)

FOR OFFICE USE ONLY

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

Vertical stamp: 03/17/1999 1662616

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Vertical stamp: 02 FC:462

TRADEMARK

REEL: 1871 FRAME: 0397

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,662,616"/>	<input type="text" value="1,480,931"/>	<input type="text" value="1,040,675"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,558,271"/>	<input type="text" value="1,271,964"/>	<input type="text" value="1,693,360"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,567,718"/>	<input type="text" value="1,863,397"/>	<input type="text" value="1,668,673"/>

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.

Sidney R. Brown

Name of Person Signing

Signature

March 10, 1999

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

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 the Assignment)

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

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1,537,517"/>	<input type="text" value="1,779,068"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made effective March 5, 1999 by and between GORGES/QUIK-TO-FIX FOODS, INC., a Delaware corporation, having a place of business at 9441 L.B.J. Freeway, Suite 214, Dallas, Texas 75243, (the "Corporation"), and THE CIT GROUP/BUSINESS CREDIT, INC., ("CITBC"), a New York corporation, having offices located at 1200 Ashwood Parkway, Suite 150, Atlanta, Georgia 30338.

WITNESSETH:

WHEREAS, the Corporation is obligated to the Lenders pursuant to a Financing Agreement dated of even date herewith by and among the Corporation, the Agent and the Lenders parties thereto from time to time (as amended or supplemented from time to time, the "Financing Agreement") (capitalized terms used herein without definition have the meanings set forth in the Financing Agreement);

WHEREAS, CITBC is the Agent for the Lenders pursuant to the Financing Agreement;

WHEREAS, the Corporation is the owner of certain trademarks and service marks more fully described in the Schedule annexed hereto and hereby made a part hereof and all signs and symbols associated therewith, together with the goodwill of the Corporation's business symbolized and represented by such trademarks and service marks (herein collectively the "Trademark Collateral"); and

WHEREAS, the Lenders will from time to time make loans, advances and other extensions of credit to the Corporation pursuant to the Financing Agreement;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation hereby agrees as follows:

1. The Corporation hereby pledges, mortgages, and grants a security interest in and to the Agent, for the ratable benefit of the Lenders, all of its right, title and interest in and to the Trademark Collateral, together with all monies and claims for monies now or hereafter due or payable thereon or in respect thereof, to secure the payments and performances when due of all the following (collectively, the "Secured Obligations"): (a) all Revolving Loans and Term Loans made to the Corporation; (b) all obligations with respect to any Letter of Credit Guaranty issued for the account of the Corporation; (c) all other obligations of the Corporation under the Financing Agreement, this Agreement and the other Loan Documents, including, without limitation, all "Obligations" of the Corporation, as that term is defined in the Financing

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Agreement; and (d) all reasonable costs or expenses actually incurred by the Agent or the Agent's counsel in connection with the realization of the security for which this Agreement provides, including, without limitation, any reasonable costs or expenses of any proceedings to which this Agreement may give rise.

2. Subject to the provisions of Paragraph 5 hereof, it is the intention of the parties that the Corporation continue to have the use of the Trademark Collateral, including without limitation the above-described trademarks and service marks and the goodwill of the business associated therewith and represented thereby to control the nature and quality of the goods manufactured and sold under said trademarks and service marks, and, upon the payment and performance in full of all of the Secured Obligations, as herein set forth, and the cancellation of all of the Letters of Credit, the security interest of the Agent in the Trademark Collateral shall be released and thereafter the Agent shall no longer have any interest therein.

3. The Corporation will pay all filing fees with respect to the security interest created hereby which the Agent may deem necessary or advisable in order to perfect and continue perfected its security interest in the Trademark Collateral.

4. The Corporation represents and warrants that the Corporation lawfully possesses and owns the Trademark Collateral and that, except for the security interest in favor of the Agent granted hereby, the Trademark Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Corporation has not made or given any prior assignments or transfers of the Trademark Collateral or any prior security interests in the Trademark Collateral that have not been fully released; that the Trademark Collateral is and will continue to be, in all respects, in full force and effect; and that the Corporation has no knowledge of any infringements of the Trademark Collateral, except as expressly disclosed to the Agent.

5. If an Event of Default shall be in existence under the Financing Agreement, then the Corporation shall be in default hereunder and the Agent shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code and any other applicable state or federal laws. The Agent shall give the Corporation reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Corporation shown herein at least 10 days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Agent, during the existence of any default by the Corporation, the Agent shall thereupon have the immediate right to transfer to itself, the Lenders or any one of them or to sell, assign and transfer to any other person:

A. all right, title and interest in and to the Trademark Collateral, including without limitation the trademarks and service marks specified in the Schedule, together with the goodwill of the Corporation's business symbolized and associated with such trademarks and service marks; and

B. ownership of the Corporation's entire inventory of labels and decals not then affixed to its products and ownership of the right to operate and control the business under the marks specified in the Schedule.

A formal irrevocable power of attorney is being executed and delivered by the Corporation to the Agent to enable such rights to be carried out. The Corporation agrees that, in the event the Agent exercises said power in accordance with its terms, after written notification of such exercise from the Agent to the Corporation, unless the Agent shall otherwise consent, the Corporation shall never thereafter, without the written authorization of the owner or owners of the trademarks and service marks specified in the Schedule, use any of the marks specified in the Schedule or any mark closely similar thereto, on or in connection with the same or any closely related goods either in the United States of America, its territories or possessions or in countries outside the United States.

6. The proceeds of any such sale, transfer or disposition of the Trademark Collateral by the Agent shall be applied in the following order:

(a) *First:* to the payment of all costs and expenses incurred in connection with such sale or other realization, including reasonable attorneys' fees actually incurred if the Agent endeavored to collect the Secured Obligations by or through an attorney at law;

(b) *Second:* to the payment of the interest due upon any of the Secured Obligations, in any order which the Agent (at the direction of the Required Lenders) may elect;

(c) *Third:* to the payment of the principal due upon any of the Secured Obligations in any order which the Agent (at the direction of the Required Lenders) may elect;

(d) *Fourth:* to the deposit with the Agent of cash collateral for outstanding Letters of Credit pursuant to Section 10.3 of the Financing Agreement, and

(e) *Fifth:* the balance (if any) of such proceeds shall be paid to the Corporation.

The Corporation shall remain liable for any deficiency.

7. The Corporation agrees to execute and deliver to the Agent any further documentation or papers, and take all such other actions, as are necessary to carry out the intent or purpose of this Agreement, without any charge or expense to the Agent or the Lenders.

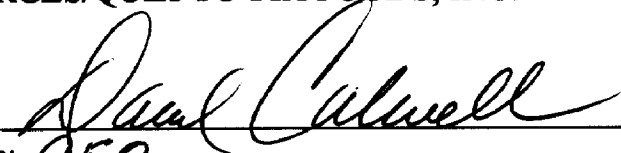
8. The Corporation will defend at its own cost and expense any action, claims or proceeding affecting the Trademark Collateral or the interest of the Agent or the Lenders therein. The Corporation agrees to reimburse the Agent or the Lenders for all costs and expenses incurred by the Agent or the Lenders in defending any such action, claim or proceeding.

9. This Agreement shall be in addition to all other present and future instruments, documents and agreements between the Corporation and the Agent; it shall not be deemed to affect, modify or limit any of the same or any rights of the Agent thereunder, and all of the Agent's rights and remedies, hereunder, thereunder, at law or in equity are cumulative. It is further understood and agreed that, in the event of default, the Agent shall have no obligation to marshal any assets presently or hereafter pledged to the Agent or the Lenders by the Corporation, whether under this Agreement or otherwise.

10. Any provision hereof contrary to, prohibited by or invalid under, any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

11. The Corporation agrees that the validity, interpretation and enforcement of the Agreement and all rights hereunder shall be governed by the laws of the State of Georgia.

GORGES/QUIK-TO-FIX FOODS, INC.

By: 
Title: CEO

Accepted at Atlanta, Georgia

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

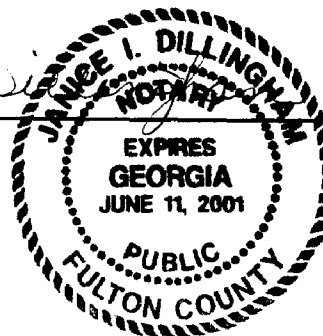
By: Mary Reasoner
Mary Reasoner
Vice President

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On March 5, 1999, before me, the undersigned, a notary public in and for said State, personally appeared DAVID CULWELL, known to me to be the CEO of Gorges/Quik-To-Fix Foods, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Janice I. Dillingham
Notary Public

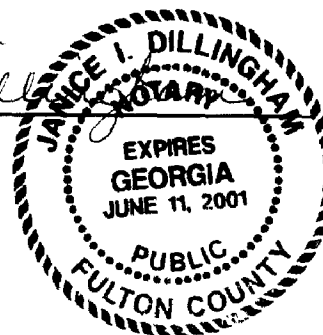


STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On March 5, 1999, before me, the undersigned, a notary public in and for said State, personally appeared Mary Reasoner, known to me to be the Vice President of The CIT Group/Business Credit, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Janice I. Dillingham
Notary Public



SCHEDULE TO THE TRADEMARK SECURITY AGREEMENT
 BETWEEN
 GORGES/QUIK-TO-FIX FOODS, INC.
 AND
 THE CIT GROUP/BUSINESS CREDIT, INC., AS AGENT

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS

<u>Mark</u>	<u>Type of Register</u>	<u>Registration No.</u>	<u>Registration Date</u>
Char D'oeuvre Charsteaks	Principal	1,662,616	10/29/91
(Stylized Letters)	Principal	1,558,271	09/26/89
Crisp N Tender (Stylized Letters)	Supplemental	1,567,718	11/21/89
Gorges	Principal	1,480,931	03/15/88
Grill-etts	Principal	1,271,964	03/27/84
Mesquite Broil	Supplemental	1,863,397	11/15/94
Quik-to-Fix and Design	Principal	1,040,675	06/01/76
Redi Ribs	Principal	1,693,360	06/09/92
Tastycut	Principal	1,668,673	12/17/91
Tastyrib	Principal	1,669,611	12/24/91
Tejitas (Stylized Letters)	Principal	1,537,517	05/02/89
Tejita Bites (Stylized Letters)	Principal	1,537,518	05/02/89
Tenderbroil	Principal	1,479,792	03/08/88
Trimmed Lean Steaks Gorges and Design	Principal	1,779,068	06/29/93