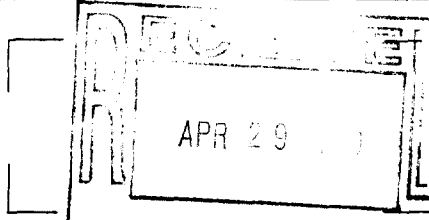


MRD
4-29-99



05-04-1999



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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
04 22 99

Conveying Party

Mark if additional names of conveying parties attached

Name G FOODS ACQUISITION LLC Execution Date
Month Day Year
04 22 99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE CHASE MANHATTAN BANK, AS AGENT

DBA/AKA/TA _____

Composed of _____

Address (line 1) 600 FIFTH AVENUE

Address (line 2) FOURTH FLOOR

Address (line 3) NEW YORK NY 10020
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other BANKING CORPORATION

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.)

05/03/1999 JSHABAZZ 00000229 75422161

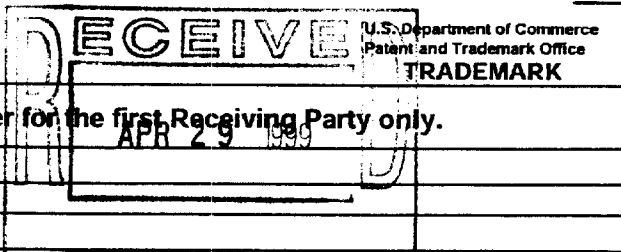
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01 FC:481 40.00 OP
02 FC:482 200.00 OP

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TRADEMARK
REEL: 1890 FRAME: 0879



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)

75-422,161	75-422,158	<input type="text"/>
75-422,160	<input type="text"/>	<input type="text"/>
75-422,159	<input type="text"/>	<input type="text"/>

1951560	1883719	<input type="text"/>
1951559	1884066	<input type="text"/>
1840753	<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.

Jean Crawford

Sean Paul

4/27/99

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, G Foods Acquisition LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Second Amended and Restated Credit Agreement, dated as of the date hereof, among Geneva Ingredients, Inc. ("Geneva"), FlavTek, Inc. ("FlavTek"), the Assignor, the guarantors named therein (the "Guarantors"), Fleet National Bank, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself party to the Rate Agreements, and Assignor has become party to the Security Agreement and Mortgage - Trademarks and Patents, dated as of October 9, 1998, executed by FlavTek in favor of Assignee, as amended by the Amendment Agreement, dated as of the date hereof, among Geneva, FlavTek, Assignor, Geneva Flavorings Inc., Hillside Capital Incorporated and Assignee (as so amended, the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, Fourth Floor, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 22nd day of April, 1999.

G FOODS ACQUISITION LLC

By: GENEVA INGREDIENTS, INC., its sole member

By: 
Name: Philip L. Fitting
Title: Treasurer and Secretary

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
GFF (and Design)	January 23, 1996	1951560
GFF (and Design)	January 23, 1996	1951559
RYBO	June 21, 1994	1840753
GF (Stylized)	March 14, 1995	1883719
GF (Stylized)	March 14, 1995	1884066
<u>Trademark Application</u>	<u>Filing Date</u>	<u>Serial No.</u>
GILETTECH	January 23, 1998	75-422,161
GILETTECH	January 23, 1998	75-422,160
GILETTECH	January 23, 1998	75-422,159
GILETTECH	January 23, 1998	75-422,158