

07-09-1999

481 40  
482 225  
484 126

1-31-92



7-9-99

To the Honorable Commissioner of Patents

101061564

Original documents or copy incolor.

1. Name of conveying party(ies):

Bunker Hill Foods, Inc.  
1621 Fifteenth Street  
Augusta, Georgia 30903

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

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

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

Name: SunTrust Bank, Atlanta

Internal Address:

Street Address: P.O. Box 4418

City Atlanta State GA ZIP 30302

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

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

(Designation must be a separate document from Assignments)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: June 29, 1999

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

A. Trademark Application No.(s)

(See attached exhibit)

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Pamela A. Allen

Internal Address:

King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed \$120.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number: 110980

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

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.

Pamela A. Allen

*Pamela A. Allen*

7/6/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/09/1999 DCDATES 00000086 691781

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC: 181  
02 FC: 182  
03 FC: 184

40.00 OP  
225.00 OP  
120.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 1894 FRAME: 0933

**EXHIBIT A**

**REGISTERED TRADE NAMES - BUNKER HILL FOODS, INC.**

<b><u>TRADEMARK</u></b>	<b><u>REG.NO.</u></b>	<b><u>REG. DATE</u></b>	<b><u>GOODS</u></b>
BUNKER HILL DRUMMER BOY	691,781	1/19/1960	Canned Meats
HESMER'S HICKORY PIT	817,886	11/01/1966	Barbecued Pork, Beef and Mutton
BUNKER HILL FLAT OUT BETTER THAN THE REST	1,797,189	10/05/1993	Canned Meats
LA CASA GRANDE	1,820,744	2/08/1994	Canned Meat Fillings
McDANIEL'S BUNKER HILL	764,047	01/28/1964	Canned Beef Stew
HESMER'S	1,315,972	01/22/1985 (Canceled)*	Pork Barbecue, Salad Dressings
PRUDENCE	649,515	7/30/1957	Cornbeef Hash and Roast Beef Hash
MORTON HOUSE	619,555	01/17/1956	Canned Goods
McDANIEL'S BUNKER HILL	645,187	05/07/1957	Chili
READY GRAVY	559,329	05/27/1952	Prepared Gravies

\*New application for registration submitted

**COLLATERAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") made as of the 29<sup>th</sup> day of June, 1999, by BUNKER HILL FOODS, INC., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, ATLANTA ("SunTrust"), as administrative agent under the Credit Agreement (defined below) (SunTrust, in such capacity, the "Administrative Agent") and SunTrust and the various other financial institutions as are, or may become, parties to the Credit Agreement from time to time (collectively, the "Lenders").

W I T N E S S E T H:

WHEREAS, the Grantor owns certain trademarks and trademark licenses which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit A attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations and renewals thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Castleberry's Food Company, a Georgia corporation (the "Borrower"), the Administrative Agent and the Lenders have entered into a Revolving Credit and Term Loan Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which and subject to the terms and conditions set forth therein, the Lenders have agreed to establish the Commitments in favor of, and make Loans to, the Borrower. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such capitalized terms in the Credit Agreement; and

WHEREAS, the Grantor, as a wholly-owned subsidiary of the Borrower, has guaranteed the performance of all the Borrower's obligations under the Credit Agreement pursuant to that certain Non-Vessel Subsidiary Guaranty, dated as of even date herewith (hereinafter, together with any amendments, modifications or supplements thereto, called, the "Guaranty"), executed and delivered by the Grantor to the Administrative Agent and the Lenders; and

WHEREAS, as a condition precedent to the extension of such financial accommodations to the Borrower pursuant to the Credit Agreement and as security for the Grantor's obligations under the Guaranty, the Lenders have required that the Grantor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in and collateral assignment of the Trademark Rights.

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations to the Borrower provided for in the Credit Agreement, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for its benefit and for the benefit of the Lenders, a security interest in, and collectively assigns to the Administrative Agent, for its benefit and for the benefit of the Lenders, the entire right, title, and interest of the Grantor in and to the Trademark Rights.

The Trademark Rights shall serve as collateral security to the Administrative Agent and the Lenders for the payment of all the Obligations, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and the Guaranty.

Notwithstanding the foregoing, unless and until the Administrative Agent exercises the rights and remedies accorded to it under the Credit Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, the Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.


The Grantor further agrees (a) that the Administrative Agent shall not have any obligation or responsibility to protect or defend the Trademark Rights and the Grantor at its own expense shall protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise the Administrative Agent in writing of infringements of the Trademark Rights detected by it and which may reasonably be expected to have a material adverse effect on such Trademark Rights and (c) that if the Grantor fails to comply with the requirements of the preceding clause (a), the Administrative Agent may do so in the Grantor's name or in the Administrative Agent's name but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent for all reasonable expenses, including reasonable attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Trademark Rights owned by the Grantor.


The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time the Administrative Agent shall, upon request by the Grantor, execute and deliver to the Grantor, or to a third party upon the Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by the Grantor, all as may be necessary to release the Administrative Agent's interest in the Trademark Rights, all at the cost and expense of the Grantor.

This Agreement shall inure to the benefit of the Administrative Agent and its successors and assigns and bind the Grantor and its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, under seal as of the date first above written.

**BUNKER HILL FOODS, INC.**

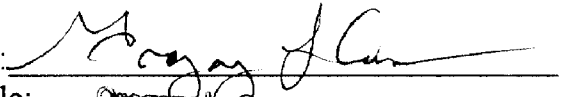
By:   
Robert P. Kirby  
Chief Executive Officer

Attest:   
Jackie Harper  
Assistant Secretary

[CORPORATE SEAL]

Accepted and Agreed to:

**SUNTRUST BANK, ATLANTA,  
as Administrative Agent**

By:   
Title: Gregory L. Cannon  
Vice President

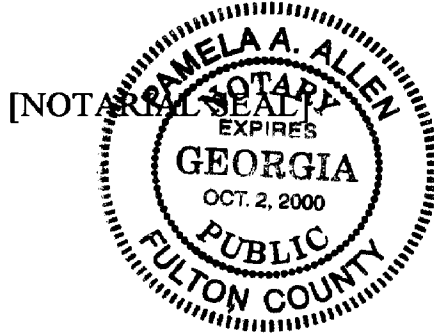
STATE OF GEORGIA

COUNTY OF FULTON

On this ~~27th~~ day of June, 1999, before me appeared Gregory Cannon, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his/her capacity as Vice President of SUNTRUST BANK, ATLANTA, who acknowledged that he/she signed same as a free act for and on behalf of the identified corporation with authority to do so.

Pamela A. Allen  
Notary Public

Commission Expiration Date: 10/2/00



STATE OF GEORGIA

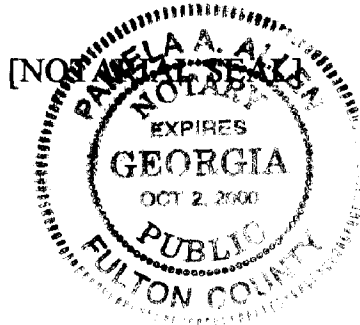
COUNTY OF FULTON

On this ~~25~~<sup>14</sup> day of June, 1999, before me appeared Robert P. Kirby and Jackie Harper, the persons who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in their capacities as Chief Executive Officer and Assistant Secretary, respectively, of Bunker Hill Foods, Inc., who acknowledged that they signed same as a free act for and on behalf of the identified corporation with authority to do so.



Notary Public

Commission Expiration Date: 10/2/00



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