

05-12-1999

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MAD
4.23.99

**RECORDATION
TRADE**



101035633

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

1. Name of conveying party(ies):
Desert Glory, Ltd.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 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: **April 15, 1999**

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

Name: **Chase Bank of Texas National Association**

Internal Address: _____
Street Address: **1020 N.E. Loop 410**



City: **San Antonio** State: **Texas**

Zip: **78209**

04-23-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

Individual(s) citizenship _____
 Association **National Banking Association**
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 patent number(s): **See Attached Schedule A.**

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 Schedule A**

B. Trademark Registration No.(s): **See Attached Schedule A**

Additional numbers attached? Yes No

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

Name: **Frank C. Vecella, Esq.**

Internal Address: **Jackson Walker L.L.P.**

Street Address: **901 Main Street, Suite 6000**

City: **Dallas**

State: **Texas** Zip: **75202-3797**

05/11/1999 **DNGUYEN 00000116 75311965**

6. Total number of applications and registrations involved: **20**

7. Total fee (37 CFR 3.41): . . . \$ **515.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

01 FC:481
02 FC:482

40.00 DP
475.00 DP

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.

Frank C. Vecella
Name of Person Signing

Frank C. Vecella
Signature

4/23/99
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

<u>Mark</u>	<u>Owner/Registrant</u>	<u>Registration/Application Number</u>	<u>Status</u>
Desert Glory Naturesweet Tomatoes So Fresh and Sweet, They're Still on the Vine. (and Design)	Desert Glory, Ltd.	75-311,965	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-307,445	Pending
So Fresh and Sweet, They're Still on the Vine	Desert Glory, Ltd.	2,159,019	Registered
[Trademark Image Design]	Desert Glory, Ltd.	2,159,018	Registered
Desert Glory (and Design)	Desert Glory, Ltd.	2,159,017	Registered
Naturesweet	Desert Glory, Ltd.	75-217,438	Pending
DG	Desert Glory, Ltd.	2,048,164	Registered
Harvest Glory	Desert Glory, Ltd.	2,032,744	Registered
Desert Glory	Desert Glory, Ltd.	1,784,954	Registered
Naturesweet (and Design)	Desert Glory, Ltd.	75-628,922	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-612,302	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-612,301	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,443	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,442	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,441	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,440	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,439	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,438	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,437	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,436	Pending

ASSIGNMENT OF COPYRIGHTS, PATENTS AND TRADEMARKS
SECURITY AGREEMENT

**(COPYRIGHTS, COPYRIGHT REGISTRATIONS, COPYRIGHT APPLICATIONS,
COPYRIGHT LICENSES, PATENTS, PATENT REGISTRATIONS, PATENT
APPLICATIONS, PATENT LICENSES, TRADEMARKS, TRADEMARK
REGISTRATIONS, TRADEMARKS, APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Desert Glory, Ltd. (the "Borrower"), a Texas limited partnership whose chief executive office is located at 1826 Grandstand Drive, San Antonio, 78238-4505, owns the Copyrights, Patents and Trademarks listed on Schedule A annexed hereto;

WHEREAS, a Revolving Credit and Term Loan Agreement (the "Credit Agreement") was entered into as of April 15, 1999, among the Borrower, Desert Glory Management, Inc., a Texas corporation and general partner of the Borrower, CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent ("Secured Party"), CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association, as Issuing Lender, PARIBAS, a bank organized under the laws of France, acting through its Houston agency, as Documentation Agent and each of the lenders which is or may from time to time become a party thereto (collectively, the "Lenders") (unless otherwise defined herein, each term used herein with its initial letter capitalized shall have the meaning given to such term in the Credit Agreement) whereby the Lenders have agreed to make the Term Loan and Revolving Credit Facility available to the Borrower upon the terms and conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, Borrower has provided to Secured Party a Security Agreement, of even date herewith, executed by Borrower, in favor of Secured Party, for the ratable benefit of the Lenders (the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Borrower granted to Secured Party, for the ratable benefit of the Lenders, a security interest in substantially all the assets of Borrower including all right, title and interest of Borrower in, to and under all Copyrights, Patents and Trademarks (as defined in the Credit Agreement) belonging to Borrower, whether then existing or thereafter arising or acquired, together with the goodwill underlying those Copyrights, Patents and Trademarks, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the underlying goodwill, to secure the payment of all amounts owing by Borrower under the Credit Agreement, the Notes and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby sell, transfer and assign to Secured Party,

for the ratable benefit of the Lenders, its continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyright, Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired and wherever located:

(i) each Copyright, Patent and Trademark and all of the goodwill underlying such Copyrights, Patents and Trademarks, including without limitation, each copyright, patent and trademark registration and each copyright, patent and trademark application referred to in Schedule A annexed hereto;

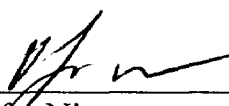
(ii) each copyright, patent and trademark license and all the goodwill underlying such copyright, patent and trademark licenses; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Copyright, Patent or Trademark, including, without limitation, any Copyright, Patent and Trademark referred to in Schedule A annexed hereto, and any Copyright, Patent and Trademark licensed under any trademark license.

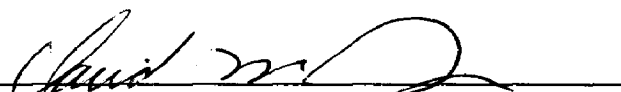
IN WITNESS WHEREOF, Borrower and Secured Party have each caused this Assignment of Copyright, Patent & Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of April, 1999.

DESERT GLORY, LTD., a Texas limited partnership

By: Desert Glory Management, Inc., a Texas corporation, its general partner

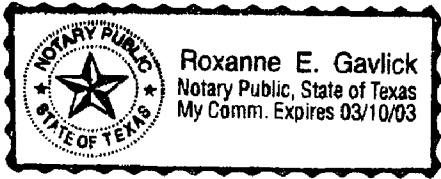
By: 
Name: Ofer Nisman
Title: President

Acknowledged:
CHASE BANK OF TEXAS, NATIONAL ASSOCIATION,
as Administrative Agent for the Lenders

By: 
Name: David P. McGee
Title: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

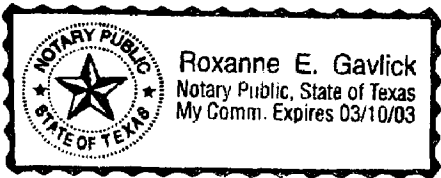
This instrument was acknowledged before me on the 13 day of April, 1999 by Ofer Nisman, President of Desert Glory, Management, Inc., a Texas corporation and general partner of Desert Glory, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Roxanne E. Gavlick
Notary Public, State of Texas
My Commission Expires: 3-10-03

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 13th day of April 1999 by David P. McGee, Senior Vice President of Chase Bank of Texas, National Association, on behalf of said national banking association, as Administrative Agent for the Lenders.



Roxanne E. Gavlick
Notary Public, State of Texas
My Commission Expires: 3-10-03

SCHEDULE A

to Assignment of Copyrights, Patents and Trademark Security Agreement

<u>Mark</u>	<u>Owner/Registrant</u>	<u>Registration/Application Number</u>	<u>Status</u>
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[Trademark Image Design]	Desert Glory, Ltd.	75-524,439	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,438	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,437	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-524,436	Pending

Frank C. Vecella
(214) 953-6087

Internet E-Mail Address
fvecella@jw.com

April 23, 1999



VIA EXPRESS MAIL NO. EJ042693824US

Assistant Commissioner for Trademarks
Attn: BOX ASSIGNMENT
2900 Crystal Drive
Arlington, Virginia 22202-3513

04-23-1999

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

Re: Recordation of Security Agreement Pertaining to Federal Registrations and Applications in the name of Desert Glory, Ltd.
Our File: 2639-A001

Dear Sir or Madam:

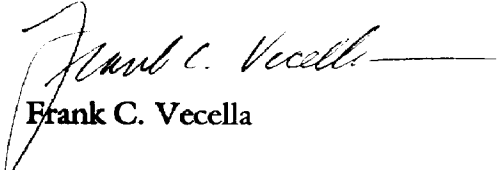
Enclosed for filing please find an original of a Recordation Form Cover Sheet (including supporting documentation) pertaining to federal registrations and applications in the name of Desert Glory, Ltd. as identified in Schedule A to the Recordation Form Cover Sheet.

Also enclosed is a check in the amount of \$515.00, payable to "Commissioner of Patents and Trademarks," to cover the applicable recordation fee for 20 properties.

If the enclosed check is insufficient or unacceptable for any reason, please charge the remaining fees due to Jackson Walker Deposit Account No. 10-0096.

Thank you in advance for your usual assistance in processing the enclosed Recordation.

Very truly yours,


Frank C. Vecella

FCV/smk
Enclosures
2639.125/2230219.1

Assistant Commissioner for Trademarks

April 23, 1999

Page 2

bcc: Eileen E. Scherlen (Firm)
Dana R. Bednorz (Firm)