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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

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

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 #

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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DBA/AKA/TA

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Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

06/09/1999 DNGUYEN 00000345 2139189

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01 FC:481 40.00 DP
02 FC:482 50.00 DP

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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)

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

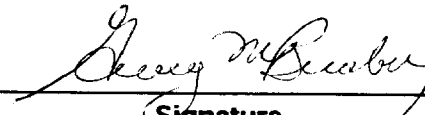
No

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.

George M. Borababy

Name of Person Signing



Signature

5/5/99

Date Signed

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Filing</u>
Loggins Meat Company, Inc. (and Design)	2,139,189	04/23/97
Loggins Legends	2,139,294	07/01/97
Grill Sensations	2,149,449	04/23/97
Flavor Best	1,021,321	09/23/75

Trademark Applications

None Applicable

TRADEMARK SECURITY AGREEMENT

WHEREAS, Loggins Meat Co., Inc. ("Grantor") owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NationsCredit Commercial Corporation, through its NationsCredit Commercial Funding Division ("Grantee") are parties to a Loan and Security Agreement dated the date hereof (as may be amended and in effect from time to time hereafter, the "Loan Agreement"), providing for extension of credit to Grantor by Grantee; and

WHEREAS, Grantor hereby grants to Grantee, a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 5th day of Feb. 1999.

Acknowledged:


Grantee:

NATIONSCREDIT COMMERCIAL
CORPORATION, through its
NATIONSCREDIT COMMERCIAL
FUNDING DIVISION

By: 
Name: ROBERT BAUMST
Title: VP

Grantor:

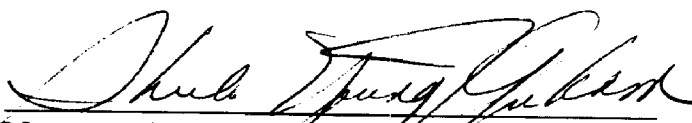
LOGGINS MEAT CO., INC.

By: 
Name: Bobby Robbins
Title: VP

ACKNOWLEDGMENT

STATE OF NEW YORK §
§
COUNTY OF New York § SS.

On the 5th day of Feb., 1999, before me personally appeared Bobby LOGGINS, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instruments as President of Loggins Meat Co. 2, INC., who being by me duly sworn, did depose and say that he is the President of Loggins Meat Co., Inc., the corporation described in and which executed the foregoing instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public in and for said County and State

My commission expires:

SHEILA YOUNG-GRHAM
NOTARY PUBLIC, State of New York
No. 24-4805002
Qualified in Kings County
Commission Expires 7/31/02