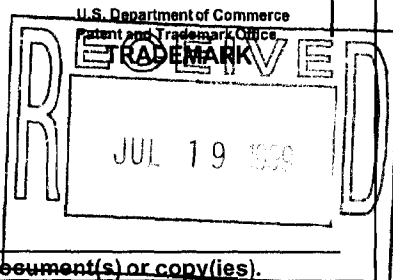


07-21-1999

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



101095967



7-19-99

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
Effective Date
Month Day Year
06 14 1999
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name White Lily Foods Company, The Execution Date
Month Day Year
06 14 1999

- 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 NATIONSBANK, N.A.

- DBA/~~XXXXX~~ Bank of America, N.A.
- Composed of _____
- Address (line 1) 300 Convent
- Address (line 2) _____
- Address (line 3) San Antonio TX 78205
City State/Country Zip Code
- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other National Association
- 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 Assignment.)

07/20/1999 DNGUYEN 00000396 0820002
01 FC:481 40.00 OP
02 FC:482 325.00 OP

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

d631221.1

TRADEMARK
REEL: 001931 FRAME: 0357

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)

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.) #

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.

Jeffrey M. Becker

7/15/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

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/AK/AITA

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)

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"/>
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**FIRST AMENDMENT TO
AMENDED AND RESTATED SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED SECURITY AGREEMENT (the "**Amendment**"), dated as of June 14, 1999, is made by and between THE WHITE LILY FOODS COMPANY, a Delaware corporation ("**Grantor**"), each of the Banks under the Loan Agreement (as defined below) (the "**Banks**" and individually a "**Bank**"), NATIONSBANK, N.A. (successor by merger to NationsBank of Texas, N.A.) dba BANK OF AMERICA, N.A., successor by merger to BANK OF AMERICA, TEXAS, N.A., as agent for each of the Banks (in such capacity, the "**Agent**"), the Guenther Banks under the Guenther Loan Agreement (the "**Guenther Banks**" and individually a "**Guenther Bank**"), and NATIONSBANK, N.A. (successor by merger to NationsBank of Texas, N.A.) dba BANK OF AMERICA, N.A., successor by merger to BANK OF AMERICA, TEXAS, N.A., as agent for each of the Guenther Banks (in such capacity, the "**Guenther Agent**").

WITNESSETH:

WHEREAS, pursuant to a Revolving Credit and Term Loan Agreement dated as of January 13, 1995 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Original Loan Agreement**"), among Grantor, certain banks, and Agent, the Lender Parties under the Original Loan Agreement extended Commitments (as defined in the Original Loan Agreement) to make Advances (as defined in the Original Loan Agreement) to Grantor;

WHEREAS, in connection with the execution of the Original Loan Agreement, Grantor, certain banks, and Agent entered into a Security Agreement (the "**Original Security Agreement**") dated as of January 13, 1995, covering accounts, receivables, equipment, inventory, copyrights, trademarks, and other collateral described therein;

WHEREAS, Grantor, certain banks, and Agent executed the Amended and Restated Revolving Credit and Term Loan Agreement (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Amended and Restated Loan Agreement**") dated as of April 1, 1997, amending, modifying, renewing, and restating the Original Loan Agreement;

WHEREAS, Grantor executed and delivered a Guaranty Agreement (the "**Original Guaranty**") dated as of April 1, 1997, in favor of Guenther Agent and Guenther Banks, securing repayment of the Obligation (as defined in the "**First Restated Loan Agreement**," which is defined in the Guenther Loan Agreement);

WHEREAS, in connection with the execution of the Amended and Restated Loan Agreement, Grantor executed and delivered an Amended and Restated Security Agreement (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**") dated as of April 1, 1997, amending, modifying, renewing, and restating the Original Security Agreement;

WHEREAS, contemporaneously and of even date herewith, Grantor, Agent, Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "RaboBank International", New York Branch (formerly known as Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "RaboBank Nederland", New York Branch), as *Co-Agent*, and the other Banks have entered into a Second Amended and Restated Revolving Credit and Term Loan Agreement (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Loan Agreement**") in order to amend, modify, and renew the Amended and Restated Loan Agreement;

WHEREAS, contemporaneously and of even date herewith, Grantor has executed and delivered an Amended and Restated Guaranty Agreement (the "**Guaranty**") in favor of Guenther Agent and Guenther Banks, securing repayment of the Guenther Obligation;

WHEREAS, the parties have agreed to renew, extend, and carry forward the liens under the Amended and Restated Loan Agreement to secure the payment of the Obligation and the Guaranty;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Agent, and Lender Parties agree that the Security Agreement shall be amended, modified, and renewed as follows:

1. **TERMS AND REFERENCES.** Unless otherwise stated in this Amendment (a) terms defined in the Security Agreement have the same meanings when used in this Amendment and (b) references to "**Sections**," "**Schedules**," and "**Exhibits**" are to the Security Agreement's sections, schedules, and exhibits.

2. **AMENDMENTS.** The Security Agreement is hereby amended as follows:

(a) The first paragraph of the Security Agreement is hereby deleted and replaced in its entirety with the following:

THIS AMENDED AND RESTATED SECURITY AGREEMENT (as amended, supplemented, amended and restated or otherwise modified from time to time, this "**Security Agreement**"), dated as of April 1, 1997, is made by THE WHITE LILY FOODS COMPANY, a Delaware corporation ("**Grantor**"), in favor of (a) NATIONSBANK, N.A. (successor by merger to NationsBank of Texas, N.A.) dba BANK OF AMERICA, N.A., successor by merger to BANK OF AMERICA, TEXAS, N.A., as agent (in such capacity, the "**Agent**") for each of the Banks under the Loan Agreement (as defined below), and (b) NATIONSBANK, N.A. (successor by merger to NationsBank of Texas, N.A.) dba BANK OF AMERICA, N.A., successor by merger to BANK OF AMERICA, TEXAS, N.A., as agent (in such capacity, the "**White Lily Agent**") for each of the White Lily Banks under the White Lily Loan Agreement.

(b) The fourth paragraph of the recitals to the Security Agreement is hereby deleted and replaced in its entirety with the following:

WHEREAS, contemporaneously and of even date herewith, Grantor has executed and delivered a Guaranty Agreement (the "**Original Guaranty**") in favor of Guenther Agent and Guenther Banks, securing repayment of the Guenther Obligation;

(c) The following definition of "**Guaranty**" is added to **Section 1.1** of the Security Agreement between the definition of "**Event of Default**" and the definition of "**Intellectual Property Collateral**":

"**Guaranty**" means the Amended and Restated Guaranty Agreement executed by Grantor as of June 14, 1999, in favor of Guenther Agent and Guenther Banks, securing repayment of the Guenther Obligation.

(d) **Section 4.1.1(a)** of the Security Agreement is hereby amended in its entirety to read as follows:

- (a) Grantor shall not, and Grantor shall not permit any of its licensees to:
- (i) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;
 - (ii) fail to employ all of the Trademark Collateral registered with any Federal or state or foreign authority with an appropriate notice of such registration;
 - (iii) use any of the Trademark Collateral registered with any Federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made;
 - (iv) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

Provided, that this **Subsection 4.1.4(a)** does not apply to any specific Trademark Collateral that Grantor reasonably and in good faith determines (and notice of such determination shall have been delivered to both Agent and Guenther Agent) is of negligible economic value to Grantor.

(e) **Section 4.1.1(b)** of the Security Agreement is hereby amended in its entirety to read as follows:

(b) Grantor shall not do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenewable term of a registration thereof. Provided, that this **Subsection 4.1.4(b)** does not apply to any specific Trade Secrets Collateral that Grantor reasonably and in good faith determines (and notice of such determination shall have been delivered to both Agent and White Lily Agent) is of negligible economic value to Grantor.

(f) A new **Schedule I, II, and IV** are entirely amended in the forms of, and all references in the Security Agreement to such **Schedules** are changed to, the attached amended **Schedules**, respectively.

3. SECURITY AGREEMENT. Except as specifically amended and modified in this Amendment, the Security Agreement shall remain unchanged and continue in full force and effect.

4. CONDITIONS PRECEDENT. This Amendment shall not be effective unless and until (a) the representations and warranties in this Amendment and the Loan Agreement are true and correct, (b) Agent receives signature page or pages of this Amendment executed by Grantor, (c) Agent receives counterparts of this Amendment executed by each party named on the signature page or pages of the Loan Agreement, (d) Agent receives an officers' certificate from Grantor as to articles of incorporation, bylaws, incumbency, and board of directors resolutions, and (e) all conditions precedent under the Loan Agreement have been satisfied.

5. **RATIFICATIONS.** To induce Agent and Lender Parties to enter into this Amendment, Grantor (a) ratifies and confirms all provisions of the Security Agreement as amended by this Amendment, (b) ratifies and confirms that all guaranties, assurances, and Liens granted, conveyed, or assigned to Agent and Lender Parties under the Loan Papers (as they may have been renewed, extended, and amended) are not released, reduced, or otherwise adversely affected by this Amendment and continue to guarantee, assure, and secure full payment and performance of the present and future Obligation, and (c) agrees to perform those acts and duly authorize, execute, acknowledge, deliver, file, and record those additional documents and certificates as Agent may request in order to create, perfect, preserve, and protect those guaranties, assurances, and Liens.

6. **REPRESENTATIONS.** To induce Agent and Lender Parties to enter into this, Grantor represents and warrants to Agent and Lender Parties that as of the date of this Amendment (a) Grantor has all requisite authority and power to execute, deliver, and perform its obligations under this Amendment and the Loan Papers, as amended hereby, which execution, delivery, and performance have been duly authorized by all necessary corporate action, require no action by or filing with any governmental authority, and do not violate its certificate or articles of incorporation, bylaws, or other organizational documents, any law applicable to it, or any material agreement to which it or its assets are bound, (b) upon execution and delivery by all parties to it, this Amendment will constitute Grantor's legal and binding obligation, enforceable against it in accordance with this Amendment's terms *except* as may be limited by Debtor Relief Laws and general principles of equity, (c) all other representations and warranties in the Loan Papers are true and correct in all material respects *except* to the extent that (i) any of them speak to a different specific date or (ii) the facts on which any of them were based have been changed by transactions contemplated or permitted by the Loan Agreement, and (d) no Default, or event which, with the giving of notice or the passage of time, or both, could result in a Default, exists.

7. **EXPENSES.** Grantor shall pay all costs, fees, and expenses paid or incurred by Agent incident to this Amendment, including, without limitation, the reasonable fees and expenses of Agent's counsel in connection with the negotiation, preparation, delivery, and execution of this Amendment and any related documents.

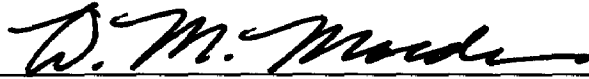
8. **MISCELLANEOUS.** This Amendment may be executed in any number of counterparts with the same effect as if all signatories had signed the same Amendment. All counterparts must be construed together to constitute one and the same instrument. This Amendment binds and inures to each of the undersigned and their respective successors and permitted assigns. **THIS AMENDMENT AND THE OTHER LOAN PAPERS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

*[Remainder of page intentionally blank.
Signature pages follow.]*

EXECUTED as of the date first stated above.

THE WHITE LILY FOODS COMPANY, a Delaware corporation

By:




Walter M. Moede, Senior Vice President,
Chief Financial Officer

Address for Notice:

129 E. Guenther Street
San Antonio, Texas 78204
Attention: Walter M. Moede
Facsimile No.: (210) 351-6356

NATIONSBANK, N.A. (successor by merger to **NATIONSBANK OF TEXAS, N.A.**), dba **BANK OF AMERICA, N.A.**, successor by merger to **BANK OF AMERICA, TEXAS, N.A.**, as Agent and as a Bank and as Guenther Agent and a Guenther Bank


By:



D. Kirk McDonald, Senior Vice President

**COOPERATIEVE CENTRALE RAIFFEISEN -
BOERENLEENBANK B.A., "RABOBANK
INTERNATIONAL", NEW YORK BRANCH**
(formerly known as COOPERATIEVE CENTRALE
RAIFFEISEN -BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK
BRANCH), as *Co-Agent, a Bank, and a Guenther Bank*

By 
(Name) MICHEL V.M. VAN DER VOORT
(Title) VICE PRESIDENT

By 
(Name) W. PIETER C. RODDE
(Title) SR VICE PRESIDENT

BDD

**CHASE BANK OF TEXAS, N.A., as a *Bank* and a
*Guenther Bank***

By 
David McGee, Senior Vice President

***Signature Page to First Amendment to
Amended and Restated Security Agreement***

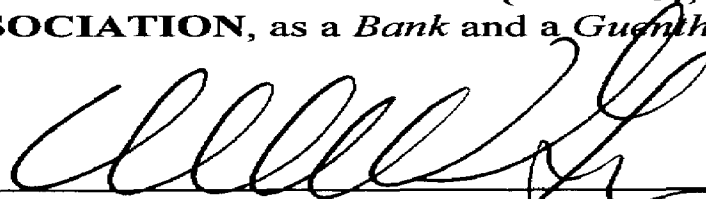
**TRADEMARK
REEL: 001931 FRAME: 0366**

**FIRST AMERICAN NATIONAL BANK, as a *Bank* and
a *Guenther Bank***

By  _____
Stephen Arnold, Assistant Vice President

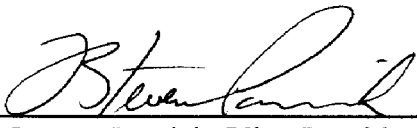
**WELLS FARGO BANK (TEXAS), NATIONAL
ASSOCIATION, as a *Bank* and a *Guenher Bank***

By



Richard C. Gan, Vice President

**SUNTRUST BANK, ATLANTA, as a *Bank* and a
*Guenther Bank***

By 

F. Steven Parrish, Vice President

*Signature Page to First Amendment to
Amended and Restated Security Agreement*

**TRADEMARK
REEL: 001931 FRAME: 0369**

**SCHEDULE I
TO
SECURITY AGREEMENT**

Item A. Location of Equipment and Inventory

218 Depot Street
Knoxville, TN 37917

MidSouth Cold Storage
4611 (or 4615) Webb Lane
Knoxville, TN 37921

9th Avenue Warehouse
1500 9th Avenue
Knoxville, TN 37917

Gilbert Storage
601 East Jackson
Knoxville, TN 37917

Knox Storage, Inc.
2323 Stephenson Drive
Knoxville, TN 37916

**SCHEDULE I
TO
SECURITY AGREEMENT**

Item B. Location of Lock Boxes

P.O. Box 198482
Atlanta, Georgia 30384-8482

**SCHEDULE I
TO
SECURITY AGREEMENT**

Item C. Location of Records Concerning Receivables

218 Depot Street
Knoxville, TN 37917

129 E. Guenther Street
San Antonio, TX 78204

**SCHEDULE I
TO
SECURITY AGREEMENT**

Item D. **Trade Names**

None

**SCHEDULE II
TO
SECURITY AGREEMENT**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	White Lily and Design	820,002	December 6, 1966
U.S.	White Lily	974,661	December 11, 1973
U.S.	Winner	712,218	March 7, 1961
U.S.	Snap-Shot	141,228	April 12, 1921
U.S.	Jasco	81,174	March 7, 1911
U.S.	Plantation	744,136	January 22, 1963
U.S.	Velvo	738,748	October 2, 1962
U.S.	Three Rivers	1,232,096	March 22, 1983
U.S.	design depicting a Strawman	1,576,651	January 9, 1990
U.S.	White Lily	2,016,448	November 12, 1996
U.S.	White Lily and Design	2,233,007	March 16, 1999
U.S.	White Lily	2,235,363	March 23, 1999
U.S.	White Lily	2,218,993	January 19, 1999
U.S.	White Lily and Design	2,228,626	March 2, 1999

State Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Alabama	White Tulip and Design	101156	April 15, 1981
Alabama	White Lily and Design	101158	April 15, 1981
Alabama	Three Rivers Cornmeal Mix	101067	April 15, 1981
Kentucky	White Lily and Design	11232	May 15, 1996
Mississippi	White Lily and Design	820002	October 3, 1995
Georgia	White Lily and Design	T-3043	April 30, 1963
Louisiana	White Lily	411288	June 10, 1983
North Carolina	White Lily and Design	T-1799	April 22, 1963
South Carolina	White Lily	001361	April 20, 1983
West Virginia	White Lily	None assigned	July 22, 1983
Tennessee	White Lily Flour	26120054	May 13, 1963
Tennessee	Three Rivers Self Rising Cornmeal Mix	25480065	January 20, 1983
Florida	White Lily	905,565	April 23, 1963

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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NONE

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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NONE

Item B. Trademark Licenses

<u>Country of Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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NONE

**SCHEDULE IV
TO
SECURITY AGREEMENT**

Copyright Collateral

Item A. Registered Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>*Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
U.S.	PA451253			The White Lily calendar 1990
U.S.	PA442110			Biscuit symphony
U.S.	PA442104			Supermarket
U.S.	Txu294211			New Southern cooking with Nathalie Dupree: baking video lesson guide
U.S.	PAu1024366			New Southern cooking with Nathalie Dupree baking video
U.S.	PA360021			Scarecrow
U.S.	PA360020			Biscuit concerto
U.S.	PA280486			Skillet
U.S.	PA271431			Fantasy
U.S.	PA499640 PA579561			30 sec. TV Commercial: Flour "Hard to Resist"
U.S.	PA499620			15 sec. TV Commercial: Flour "Hard to Resist"
U.S.	VA442732			The White Lily

	VA522814	Calendar 1991
U.S. South	VA440783	"Flowers of the Print Advertising
	VA522808	
U.S. Perennials"	VA443385	"Holiday Print Advertising
U.S.	VA522813 TX4819344	White Lily blueberry muffin mix

Copyright/Mask Works Pending Registration Applications

<u>*Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
		NONE		

Copyright/Mask Works Registration Applications in Preparation

<u>*Country</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Expected Author(s)</u>	<u>Title</u>
		NONE		

Item B. Copyright/Mask Work Licenses

Agreement dated September 12, 1992 between Nathalie Dupree Enterprises, Inc. and _____
as successor of White Lily.

<u>*Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
		NONE		

Copyright/Mask Works Pending Registration Applications

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
		NONE		

Copyright/Mask Works Applications in Preparation

Country Docket No. Expected Filing Date Author(s) Title

NONE

Item B. Copyright/Mask Works Licenses

Country or Effective Expiration Subject
Territory Licenseor Licensee Date Date Date

NONE