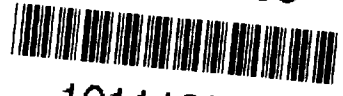


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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-09-1999

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



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07-21-1999

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rcpt Dt. #57

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Corrective Document Reel # 1670 Frame # 0545	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year 12 30 1997
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name: DESERT GLORY LTD. Execution Date: 12 30 1997

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: TEXAS

Receiving Party Mark if additional names of receiving parties attached

Name: CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

DBA/AKA/TA: SUCCESSOR TO TEXAS COMMERCE BANK NATIONAL ASSOCIATION

Composed of: _____

Address (line 1): 1020 N.E. LOOP 410

Address (line 2): _____

Address (line 3): SAN ANTONIO, TEXAS, 78207

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization: NATIONAL BANKING ASSOCIATION

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.)

Refund Ref: 08/09/1999 NTHA11 0000083375

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46.00
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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 5500, Washington, D.C. 20231

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08/09/1999 01 02

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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1784954"/>	<input type="text" value="2032744"/>	<input type="text" value="2159017"/>
<input type="text" value="2159018"/>	<input type="text" value="2048164"/>	<input type="text" value="2159019"/>
<input type="text"/>	<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.

EILEEN E. SCHERLEN

Eileen E. Scherlen

7/19/99

Name of Person Signing

Signature

Date Signed

01/02/98 18:44 703 308 7031

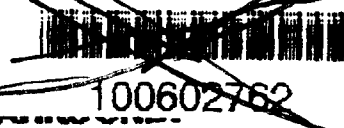
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01-08-1998

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FORM PTD-8804
Rev. 8-83
Ask Mr. Nelson (page 484)

RECORDATION TRADE



DEPT. OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): **MRD**
Desert Glory, Ltd. **1-8-98**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: December 30, 1997

2. Name and address of receiving party(ies)

Name: Texas Commerce Bank National Association
Internal Address:
Street Address: 1020 N.E. Loop 410
City: San Antonio State: TX ZIP: 78207

Individual(s) or partnership
 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
Designation must be a separate document from assignment
Additional name(s) of conveying party(ies) attached? Yes No

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

A. Trademark Application No.(s)		B. Trademark Registration No.(s)
75-311,965	75-307,445	2,048,164
75-307,416	75-307,412	2,032,744 ✓
75-307,403	75-217,438	1,784,954 ✓

Additional numbers attached? Yes No

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

Name: Ms. Eileen E. Scherlen
Internal Address:
Street Address: Jackson Walker L.L.P.
112 East Pecan Street, Suite 2100
City: San Antonio State: TX ZIP: 78205

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 3.41): \$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(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.

Eileen E. Scherlen *Eileen E. Scherlen* January 5, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, statements, and documents: **5**

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20521

01/12/1998 VBRDMM 00000083 75311965
01 FC:481 40.00 OP
02 FC:482 200.00 OP

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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. ("Borrower"), a Texas limited partnership whose chief executive office is located at No. 1 Tyre Lane, Moore, Texas 78057, owns the Copyrights, Patents and Trademarks listed on Schedule A annexed hereto;

WHEREAS, Texas National Commerce Bank National Association, a national banking association (the "Secured Party"), Borrower, Desert Glory Management, Inc., a Texas corporation ("General Partner"), and Ofer Nisman, an individual ("Nisman"), are parties to a Revolving Credit and Term Loan Agreement dated as of January 1, 1998 (the "Credit Agreement"), providing, subject to its terms and conditions, to make the Term Loan and Revolving Credit Facility available by Secured Party to Borrower;

WHEREAS, pursuant to the terms of the Credit Agreement, Borrower has provided to Secured Party a Security Agreement, dated as of January 1, 1998 and executed by Borrower, in favor of Secured Party (the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Borrower granted to Secured Party, 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;

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 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;

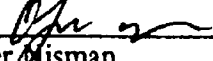
(ii) each copyright, patent and trademark license and all the goodwill underlying such copyright, patent and trademark licenses; and

(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 1st day of January, 1998.

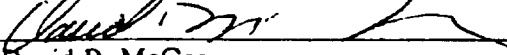
DESERT GLORY, LTD., a Texas limited partnership

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

By: 
Name: Ofer Wisman
Title: President

Acknowledged:

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

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

Assignment of Copyright, Patent & Trademark Security Agreement/1663854.2
Page 2

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TRADEMARK
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STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30th day of December, 1997 by Ofer Nisman, President of Desert Glory, Management, Inc., a Texas corporation, general partner of Desert Glory, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Lynda Murray Grimm
Notary Public, State of _____
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30th day of December, 1997 by David P. McGee, Senior Vice President of Texas Commerce Bank National Association, on behalf of said national banking association.



Lynda Murray Grimm
Notary Public, State of _____
My Commission Expires: _____

SCHEDULE A

to Assignment of Trademark Security Agreement

<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.	75-307,416	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-307,412	Pending
[Trademark Image Design]	Desert Glory, Ltd.	75-307,403	Pending
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

Assignment of Copyright, Patent & Trademark Security Agreement/1663854.2
Page 4

RECORDED: 01/08/1998

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REEL: 1670 FRAME: 0549

RECORDED: 07/21/1999

TRADEMARK
REEL: 001943 FRAME: 0597