

09-08-1999



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MRO
9-2-99

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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/07/1999 NTHA11 00000211 1253009

01 FC:481 40.00 OP

02 FC:488 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

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)

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

<input type="text" value="1253889"/>	<input type="text" value="1412685"/>	<input type="text" value="1736803"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<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.

Karen K. Hammond

August 30, 1999

Name of Person Signing

Signature

Date Signed

**SUPPLEMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT**

THIS SUPPLEMENT TO TRADEMARK COLLATERAL AND SECURITY AGREEMENT (this "Supplement") is entered into as of August 2, 1999, by and between The Huntington National Bank, having a mailing address at 41 South High Street, Columbus, Ohio 43215, as the Administrative Agent (the "Agent") for those financial institutions (collectively the "Lenders" and individually a "Lender") from time to time parties to that certain Credit Agreement dated as of October 28, 1997, by, between and among Assignor, certain affiliates of Assignor, the Agent and the Lenders (as the same may be amended, modified, or restated from time to time, the "Credit Agreement"), and Hickory Farms, Inc., a Delaware corporation, having a mailing address of 1505 Holland Road, Maumee, Ohio 43537 ("Assignor"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, as of October 28, 1997, Assignor granted to Agent, for itself and on behalf of and for the ratable benefit of the Lenders, a security interest in and lien upon the Trademarks, as that term is defined in a certain Trademark Collateral Assignment and Security Agreement, dated October 28, 1997 between Assignor and Agent (the "Trademark Security Agreement"); and

WHEREAS, Assignor and Agent now desire to supplement and amend the Trademark Security Agreement for the purpose of, among other things, of granting to Agent, for itself and on behalf of and for the ratable benefit of the Lenders, a security interest in all of Assignor's additional trademarks and registrations that are not currently subject to the Trademark Security Agreement;

NOW THEREFORE, Agent and Assignor, for themselves and their respective successors and assigns, do hereby agree as follows:

1. Schedule A to the Trademark Security Agreement is hereby amended to add the Trademarks set forth on Schedule A attached hereto. All of the marks, names, applications and registrations set forth in Schedule A attached hereto are hereby included within the definition of Trademarks, as that term is used in the Trademark Security Agreement, and shall be subject to and governed by the terms of the Trademark Security Agreement, as supplemented and amended hereby

2. Without limiting the generality or effect of the foregoing, to secure the complete and timely satisfaction of all Obligations of Assignor to Agent and Lenders, and to each of them, Assignor hereby grants, assigns and conveys to Agent, for itself and on behalf of and for the ratable benefit of the Lenders, a continuing security interest in all of its right, title and interest in and to the Trademarks that are listed in Schedule A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law

and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world, and the good will of the business to which each of the Trademarks relates.

3. Assignor hereby reaffirms each and every warranty and representation made in the Trademark Security Agreement as if the same were made as of the date this Amendment becomes effective, except to the extent that such warranties and representations expressly relate to an earlier date.

4. Except as modified herein, the Trademark Security Agreement shall remain as written originally and in full force and effect in all respects, and nothing herein shall affect, modify, limit or impair any of the rights and powers which Agent may have thereunder.

5. Assignor agrees to perform and observe all the covenants, agreements, stipulations and conditions to be performed under the Trademark Security Agreement, as amended hereby.

6. Assignor hereby represents and warrants to Agent and to each of the Lenders that (a) Assignor has legal power and authority to execute and deliver the within Supplement; (b) the officer executing the within Supplement on behalf of Assignor has been duly authorized to execute and deliver the same and bind Assignor with respect to the provisions provided for herein; (c) the execution and delivery hereof by Assignor and the performance and observance by Assignor of the provisions hereof do not violate or conflict with the articles of incorporation, regulations or by-laws of Assignor or any law applicable to Assignor or result in the breach of any provision of or constitute a default under any agreement, instrument or document binding upon or enforceable against Assignor; and (d) this Supplement constitutes a valid and legally binding obligation upon Assignor in every respect.

7. This Supplement shall become effective only upon its execution by all parties hereto.

IN WITNESS WHEREOF, Assignor and Agent have hereunto set their hands as of the date first set forth above.

Signed and acknowledged
in the presence of:

Brian J. Hoch
[Signature]

ASSIGNOR:

HICKORY FARMS, INC.

By: [Signature]
Its: President / CEO

AGENT:

THE HUNTINGTON NATIONAL BANK,
AS ADMINISTRATIVE AGENT

Elizabeth Stewart
Jaye Mierse-Coon

By: [Signature]
Its: EVA

STATE OF OHIO
COUNTY OF Lucas, SS:

On this 11th day of August, 1999, before me, a Notary Public in and for said County and State, personally appeared John S. Langdon, known to me to be the person who as President + CEO of Hickory Farms, Inc., the corporation which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation.

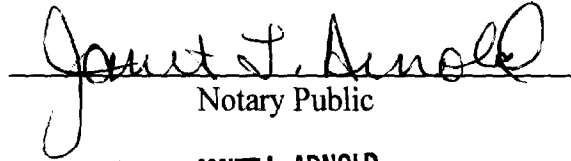
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lori Ann Troemner
Notary Public
LORI ANN TROEMNER
Notary Public, State of Ohio
Commission expires 9-23-03

STATE OF OHIO
COUNTY OF FRANKLIN SS:

On this 12 day of AUGUST, 1999, before me, a Notary Public in and for said County and State, personally appeared R. LARRY HOOVER who acknowledged himself to be the Executive V. Pres. of The Huntington National Bank, the national banking association which executed the foregoing instrument and who acknowledged that he, as such EVP of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

JANET L. ARNOLD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 9, 2001

SCHEDULE A

REGISTERED FEDERAL TRADEMARKS/SERVICE MARKS UNITED STATES

Mark	Registration Number	Issued
THE SQUIRE'S CHOICE	1,253,889	10/11/83
THE SQUIRE'S CHOICE and Design	1,412,685	10/7/86
THE SQUIRE'S CHOICE CONNOISSEUR'S COLLECTION	1,736,803	12/1/92