



09-21-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

09-13-1999

Commissioner



101149121

U.S. Patent & TMO/TM Mail Rcpt Dt. #39

3 party(ies):

ed original documents or copy thereof.

ss of receiving party(ies):

MRD 9-13-99

Vitality Foodservice, Inc.

- ☐ 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: July 2, 1999

Name: Coöperatieve Centrale Raiffeisen-Boerenleenbank, B.A., 'Rabobank Nederland', New York Branch, as Administrative Agent

Internal Address:

Street Address: 245 Park Avenue, 36th FloorCity: New York State: NY ZIP: 10167☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☒ Other a cooperative banking organization, organized under the laws of the Netherlands and operating as a New York branchIf 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 registration number(s):

A. Trademark Application No.(s) 75/385646B. Trademark registration No.(s) 907932; 966673; 919962; 1729171; 1792848Additional numbers attached? ☐ Yes ☒ No

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

Name: Lin M. Cherry, Esq.Internal Address: Akerman, Senterfitt & Eidson, P.A.Street Address: One S.E. Third Avenue, 27th FloorCity: Miami State: FL Zip: 33131-17046. Total number of applications and registrations involved: 67. Total fee (37 CFR 3.41) \$165.00☒ 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.*Robert Sullivan

Name of Person Signing

Robert Sullivan

Signature

8-11-99

Date

As Secretary to Vitality Foodservice, Inc., Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (ext. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09/20/1999 KTHA11 00000263 75385646

01 FC:481
02 FC:48240.00 OP
125.00 OP

OR201388,1

TRADEMARK
REEL: 001970 FRAME: 0595

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 2, 1999, by and among VITALITY FOODSERVICE, INC., a Florida corporation, LHD, INC., a Delaware corporation and VITALITY HOLDINGS, LLC, a Delaware limited liability corporation (collectively, the "Pledgors" and individually, the "Pledgor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as agent for the Lenders (as defined in the Credit Agreement described below) (the "Agent").

WITNESSETH:

WHEREAS, VITALITY FOODSERVICE, INC., a Florida corporation, and VITALITY HOLDINGS, LLC, a Delaware limited liability company (collectively, the "Borrowers"), the lenders party thereto (the "Lenders"; together with the Agent, the "Lender Group") and the Agent are parties to that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender Group has agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Borrowers and LHD, Inc. share an identity of interest as members of a consolidated group of companies engaged in substantially similar business providing certain centralized financial, accounting and management services to LHD, Inc. by virtue of intercompany investments, advances and loans such that financial accommodations to the Borrowers, under the Credit Agreement shall inure to the direct and material benefit of LHD, Inc.; and

WHEREAS, the Lender Group is willing to extend credit to the Pledgors as provided for in the Credit Agreement, but only upon the condition, among others, that each Pledgor shall have executed and delivered this Agreement, in order to secure, as further described below, the payment and performance of, among other things, all Secured Obligations (as defined in the Credit Agreement) of the Pledgors under the Credit Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, each of the Pledgors hereby grants to the Agent, for the benefit of the Lender Group, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of each Pledgor's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and licenses with respect to any of the foregoing, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and the trademark, tradename, service mark and service name licenses listed on Schedule 2 attached hereto, and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the each Pledgor's business symbolized by the foregoing and connected therewith and (e) all of the each Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this clause 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of each Pledgor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Pledgors agree that they will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgors further agree that they will not take any action, and will use their best efforts not to permit any action to be taken by others subject to their control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. Each Pledgor represents and warrants that (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned or held by such Pledgor on the Agreement Date, and (b) no Liens, claims or security interests in such Trademarks have been granted by such Pledgor to any Person other than the Agent and except as disclosed in the Credit Agreement. If, prior to the termination of this Agreement, any of the Pledgors shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgors shall give to the Agent prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after

the occurrence thereof. Each Pledgor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. Each Pledgor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 14 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent to such Pledgor.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Secured Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Lenders and the Lenders are under no further obligation to extend credit to the Borrowers. When this Agreement has terminated, the Agent shall promptly execute and deliver to each Pledgor, at such Pledgor's expense, all termination statements and other instruments as reasonably may be necessary or proper to terminate the Agent's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Credit Agreement.

9. Duties of the Agent. The Agent shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses reasonably incurred in connection therewith shall be for the sole account of the Pledgors and shall be added to the Secured Obligations secured hereby.

10. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Agent shall commence any such suit, the Pledgors shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement. The Pledgors shall, upon demand, promptly reimburse the Agent for all costs and expenses reasonably incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys, paralegals and other professionals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Pledgors of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgors and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of each Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to such Pledgor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably designates, constitutes and appoints the Agent (and all officers, employees and agents of the Agent designated by the Agent in its sole and absolute discretion) as such Pledgor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Pledgor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent deems in its best interest and in the best interest of the Lenders. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of New York with respect to the Trademarks, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's reasonable discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. The Pledgors agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least ten (10) days, if such notice is given by facsimile or ten (10) days, if such notice is given by mail, before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

15. Successors and Assigns. This Agreement shall be binding upon the Pledgors and the Agent and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgors and the Agent and their respective nominees, successors and assigns. The Pledgors' successors and assigns shall include, without limitation, a receiver or a trustee of for any of the Pledgors; provided, however, that each Pledgor shall not voluntarily assign or transfer its rights or Secured Obligations hereunder without the Agent's prior written consent.

16. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed in all respects in accordance with the laws and decisions of the State of New York without reference to the conflicts or choice of law principles thereof.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Agent" shall be a reference to the Agent for the ratable benefit of the Lenders, and each action taken or right exercised hereunder shall be deemed to have been so taken or exercised by the Agent for the ratable benefit of the Lenders.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

21. Merger. This Agreement represents the final agreement of the Pledgors and the Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgors and the Agent.

22. Effectiveness. This Agreement shall become effective on the date first written above.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

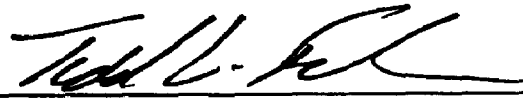
VITALITY FOODSERVICE, INC., a
Florida corporation

By: 
Todd W. Follmer, President

VITALITY HOLDINGS, LLC, a Delaware
limited liability corporation

By: 
Todd W. Follmer, President

LHD, INC., a Delaware corporation

By: 
Todd W. Follmer, President

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as Agent for the
Lenders

By: Betty Miller
Name: Betty Miller
Title: VP

BAM

By: Nancy J. O'Connor
Name: Nancy J. O'Connor
Title: Vice President

SCHEDULE 1
to
Trademark Security Agreement
dated as of July 2, 1999

See attached Exhibits "A-1", "A-2" and "A-3" all of which are incorporated herein by this reference.

EXHIBIT "A-1"
SCHEDULE 6.01(Q)
INTELLECTUAL PROPERTY

TRADEMARKS

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
Argentina	Vitality	10/9/97	2107755	N/A	N/A	Pending	32
	Vitality	4/6/93	1857068	3/31/94	1510783	Registered	9
	Lykes Family Choice	4/6/93	1875087	1/24/96	1589203	Registered	9
	Lykes Family Choice	4/6/93	1875064	4/30/96	1598427	Registered	30
Australia	Vitality	1/19/99	783343	N/A	N/A	Pending	32
Austria	Vitality	6/28/82	192182	11/30/82	101183	Registered	7
	Golden Choice	11/19/90	586190	4/30/91	135527	Registered	32
	Lykes Family Choice	8/14/89	AM385189	11/30/89	128113	Registered	21
	Lykes Family Choice	8/14/89	AM385189	11/30/89	128113	Registered	11
	Lykes Family Choice	8/14/89	AM385189	11/30/89	128113	Registered	30
Bahamas	Vitality	10/22/69	5047	2/16/70	6047	Registered	6
Benelux	Vitality	11/4/71	17206	11/4/71	72607	Registered	21
	Vitality	11/4/71	17206	11/4/71	72607	Registered	9
	Vitality	11/4/71	17206	11/4/71	72607	Registered	32
	Golden Choice	11/21/90	70906	11/21/90	485867	Registered	32
	Lykes Family	9/14/83	49656	9/14/83	392701	Registered	30
Brazil	Vitality	8/15/97	8.2E+08	N/A	N/A	Registered	35
Canada	Vitality	3/6/69	320456	7/26/74	200836	Registered	32
	Vitality	6/15/70	333872	2/8/74	197389	Registered	21
	Vitality & Design	3/6/69	320454	7/26/74	200835	Registered	32

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Vitality & Design	3/6/69	320451	7/26/74	200834	Registered	32
	Calabay	2/4/98	863318			Pending	30
	Circle & Design	3/6/69	320455	7/17/70	170142	Registered	32
	Face & Design	3/6/69	320453	7/17/70	170141	Registered	32
	Golden Choice	2/26/88	601676	11/10/89	363078	Registered	32
	Golden Select	2/26/85	537269	4/4/86	312874	Registered	32
	Lykes Family Choice	3/29/83	501075	6/8/84	291805	Registered	30
	Premium Select	8/23/89	639125	11/8/91	389864	Registered	32
	Royal Ascot	8/23/89	639124	2/15/91	380040	Registered	30
Cayman Islands	Vitality	3/1/94	N/A	3/9/94	1320515	Registered	32
	Vitality	3/1/94	N/A	3/9/94	949146	Registered	9
Chile	Vitality	9/25/95	320643	N/A	N/A	Pending	9
	Vitality	9/25/95	320643	N/A	N/A	Pending	30
	Vitality Brand	7/8/94	278287	12/15/97	495855	Registered	32
	Vitality Lykes Family Choice	9/25/95	320644	1/13/98	501105	Registered	30
	Vitality Lykes Family Choice	9/25/95	320644	1/13/98	501105	Registered	9
Colombia	Vitality	12/16/93	422952	6/17/94	165171	Registered	32
	Vitality	12/16/93	422951	6/15/94	163065	Registered	9
Costa Rica	Vitality	5/24/95	N/A	8/12/96	95954	Registered	32
	Vitality	5/24/95	98212	8/26/96	96497	Registered	9

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Vitality Lykes Family Choice	5/24/95	97206	8/5/96	95750	Registered	9
	Vitality Lykes Family Choice	5/24/95	N/A	8/12/96	95953	Registered	30
Denmark	Vitality	N/A	N/A	7/17/70	224070	Registered	16
	Vitality	N/A	N/A	7/17/70	224070	Registered	20
	Vitality	N/A	N/A	7/17/70	224070	Registered	9
	Vitality	N/A	N/A	7/17/70	224070	Registered	21
	Golden Choice	11/20/90	8.8E+07	9/25/92	87621992	Registered	32
	Lykes Family Choice	4/5/93	225693	3/10/95	159395	Registered	9
	Lykes Family Choice	4/5/93	225693	3/10/95	159395	Registered	11
	Lykes Family Choice	4/5/93	225693	3/10/95	159395	Registered	30
El Salvador	Vitality	5/26/95	235595	1/8/97	20943	Registered	9
	Vitality	5/26/95	235495	12/18/96	122BOO K42	Registered	32
Finland	Vitality	1/5/89	890067	2/5/91	110593	Registered	32
	Vitality	1/5/89	890067	2/5/91	110593	Registered	7
	7L & Design	1/5/89	890068	2/5/91	N/A	Registered	32
	7L & Design	1/5/89	890068	2/5/91	N/A	Registered	7
	Lykes Family Choide	5/23/89	892599	9/20/91	113935		30
	Lykes Family Choide	5/23/89	892599	9/20/91	113935	Registered	11
France	Vitality	3/4/88	911305	3/4/88	1489236	Registered	9
	Vitality	3/4/88	911305	3/4/88	1489236	Registered	21
	Vitality	3/4/88	911305	3/4/88	1489236	Registered	32

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Golden Choice	11/21/90	250888	11/21/90	1628905	Registered	32
	Lykes Family Choice	3/29/83	659789	3/29/83	1238367	Registered	30
	Lykes Family Choice	6/23/89	139374	6/23/89	1537888	Registered	9
	Lykes Family Choice	6/23/89	139374	6/23/89	1537888	Registered	30
Germany	Vitality	6/27/97	4E+08	N/A	N/A	Pending	32
	7L& Design	3/3/77	L2157232W Z	5/5/80	1002400	Registered	32
	7L& Design	3/3/77	L2157232W Z	5/5/80	1002400	Registered	7
	Lykes Family Choice	4/18/89	L32218	2/20/90	1154647	Registered	30
	Lykes Family Choice	4/18/89	L32218	2/20/90	1154647	Registered	11
	Lykes Family Choice	3/25/83	L3221811W Z	3/25/83	1053777	Registered	30
	Lykes Family Choice	12/23/90	L3418632W Z	8/26/91	2003331	Registered	32
Guatemala	Vitality	3/17/93	65525	6/4/95	74614	Registered	11
	Vitality	3/17/93	65524	N/A	N/A	Pending	32
	Lykes Family Choice	3/18/93	73363	11/23/94	73363	Registered	11
Honduras	Vitality	12/6/95	1176295	4/30/96	64790	Registered	32
	Vitality	12/6/95	1176195	4/30/96	64765	Registered	9
	Vitality Lykes Family Choice	12/6/95	1.1E+07	5/31/96	65014	Registered	9
	Vitality Lykes Family Choice	12/6/95	1.1E+07	5/31/96	65015	Registered	30
Hong Kong	Vitality	4/4/69	N/A	4/4/69	12091970	Registered	9

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	7L& Design	2/15/84	42784	2/15/84	B105985	Registered	32
	7L& Design	2/15/84	42784	2/15/84	B105985	Registered	7
Italy	Vitality	3/29/68	24447C88	4/8/91	542922	Registered	9
	Vitality	3/29/68	24447C88	4/8/91	542922	Registered	32
	Lykes Family Choice	6/18/93	MI93C00455	2/9/96	670339	Registered	30
	Lykes Family Choice	6/18/93	MI94C00455	2/9/96	670340	Registered	9
Jamaica	Vitality	12/28/93	32968	12/28/93	B27890	Registered	32
	Vitality	12/28/93	91589	12/28/93	27728	Registered	9
Japan	Vitality	12/22/81	1.1E+07	8/21/84	1692116	Registered	29
	Vitality	N/A	N/A	8/30/83	1610466	Registered	9
	Lykes Family Choide	3/28/83	7.1E+07	5/30/85	1744582	Registered	29
Malaysia	Vitality	5/19/81	90684	5/19/81	11281	Registered	7
Mexico	Vitality	5/11/93	167362	11/29/95	511250	Registered	9
	Vitality	5/11/93	167366	8/5/97	555981	Registered	32
	Lykes Family Choice	5/11/93	167367	6/2/98	578711	Registered	32
	Lykes Family Choice	5/11/93	167363	3/30/94	455798	Registered	9
New Zealand	Vitality	9/16/69	91481	9/16/69	91481	Registered	32
	Vitality	3/31/69	89834	3/31/69	89834	Registered	9
Norway	Vitality	3/22/68	95633	1/8/70	78221	Registered	9
	Golden Choice	11/21/90	906112	5/27/92	150742	Registered	32
Paraguay	Vitality	7/4/97	1325097	N/A	N/A	Pending	32
	Vitality	7/4/97	1325197	N/A	N/A	Pending	21
Peru	Vitality	10/18/95	282255	7/23/96	N/A	Registered	32
	Vitality	10/18/95	282254	2/26/96	23448	Registered	9

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Vitality Lykes Family Choice	6/1/95	270257	2/26/96	23449	Registered	9
	Vitality Lykes Family Choice	10/18/95	282257	2/27/96	23513	Registered	30
Philippines	Vitality	10/12/79	39676	7/22/86	35761	Registered	30
	Vitality	10/12/79	39676	7/22/86	35761	Registered	7
	Vitality	10/12/79	39676	7/22/86	35761	Registered	32
Puerto Rico	Vitality	10/1/70	N/A	2/21/71	16843	Registered	46
	Vitality	10/1/70	N/A	2/22/71	16842	Registered	23
Saudi Arabia	Vitality	7/1/98	44630	N/A	N/A	Pending	11
	Vitality	7/1/98	44631	N/A	N/A	Pending	32
	Vitality	7/1/98	44629	N/A	N/A	Pending	32
	Vitality	7/1/98	44628	N/A	N/A	Pending	11
Singapore	Vitality	5/12/81	209481	5/12/81	209481	Registered	9
	Vitality	5/12/81	209581	5/12/81	209581	Registered	32
South Korea	Vitality	2/17/97	976733	N/A	N/A	Pending	5
	Vitality	9/29/92	9225719	9/6/93	273592	Registered	5
	Vitality Lykes Family Choice	2/17/97	976735	N/A	N/A	Pending	5
	Vitality Lykes Family Choice	2/17/97	976734	6/25/98	406359	Registered	39
Spain	Vitality	4/13/93	1755603	5/20/94	1755603	Registered	9
	Vitality	4/13/93	1755602	2/5/98	1755602	Registered	32
	Lykes Family Choice	4/13/93	1755600	5/20/94	1755600	Registered	9
	Lykes Family Choice	4/13/93	1755601	5/20/94	1755601	Registered	30

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
Sweden	Vitality	N/A	N/A	8/8/69	138196	Registered	9
	Vitality	N/A	N/A	8/8/69	128196	Registered	32
	7L& Design	2/23/77	770924	11/4/77	161236	Registered	9
	7L& Design	2/23/77	770924	11/4/77	161236	Registered	32
	Golden Choice	12/5/90	9011197	5/8/92	234158	Registered	32
	Lykes Family Choice	3/23/83	83190	8/25/83	187909	Registered	30
Switzerland	Vitality	6/13/69	N/A	6/13/69	240549	Registered	9
	Vitality	6/13/69	N/A	6/13/69	240549	Registered	32
	Vitality	6/13/69	N/A	6/13/69	240549	Registered	29
	7L & Design	2/22/77	965	2/22/77	287690	Registered	9
	7L & Design	2/22/77	965	2/22/77	287690	Registered	32
	Golden Choice	11/21/90	8294	11/21/90	386408	Registered	32
Taiwan	Vitality	5/20/82	7116512	3/1/83	206537	Registered	92
United Kingdom	Vitality	9/4/87	1320515	9/4/87	1320515	Registered	32
	Vitality	6/12/70	960929	6/12/70	960929	Registered	32
	Vitality	10/3/69	949146	10/3/769	949146	Registered	9
	7L & Design	1/18/77	1073307	1/18/77	1073307	Registered	11
	7L & Design	1/19/77	1073308	1/19/77	1073308	Registered	32
	Lykes Family Choice	1/3/85	1232903	1/3/85	1232903	Registered	11
United States	Vitality	11/6/97	75/385,646	N/A	N/A	Pending	32
	Vitality	4/25/69	72/325,533	2/16/71	907932	Registered	30
	Vitality	11/6/97	75/385,646	N/A	N/A	Pending	30
	Vitality	11/6/97	75/385,646	N/A	N/A	Pending	29
	Vitality	11/6/97	75/385,646	N/A	N/A	Pending	5

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Vitality	4/25/69	72,325,533	2/16/71	907932	Registered	32
	Vitality	10/13/72	72/438,282	8/31/73	966673	Registered	32
	Vitality	6/19/70	363180	9/7/71	919962	Registered	37
	Vitality	4/25/69	72/325,533	2/16/71	907932	Registered	7
	Vitality	11/6/97	75/385,646	N/A	N/A	Pending	31
	Vitality Express	3/9/92	74/253,662	11/3/92	1729171	Registered	11
	Vitality Express Pak	3/17/92	74/256,298	9/14/93	1792848	Registered	32
	7L & Design	9/20/76	100504	9/27/77	1074181	Registered	32
	7L & Design	9/20/76	100504	9/27/77	1074181	Registered	32
	7L Lykes Pasco Packing Co. & Design	5/19/92	74/276,924	10/5/93	1796476	Registered	31
	7LT & Design	3/24/86	589815	7/21/87	1448914	Registered	39
	Calabay	10/10/97	75/371,117	N/A	N/A	Allowed	32
	Calabay	10/10/97	75/371,117	N/A	N/A	Allowed	30
	Cool Choice	1/11/84	73/460,230	9/10/85	1359475	Registered	30
	Cool Choice	12/10/82	405505	6/5/84	1280896	Registered	32
	D & Design	10/27/69	341826	1/12/71	905889	Registered	11
	Dispenser-Pak	7/23/57	34252	3/3/59	67115	Registered	32
	Family Choice	5/3/85	535632	10/8/85	1364807	Registered	32
	Golden Choice	5/3/85	535630	1/7/86	137781	Registered	32
	Golden Select	12/10/98	75/604,019	N/A	N/A	Pending	32
	Jus Squeezed & Design	7/31/97	75/333,951	2/16/99	2223815	Registered	32

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Jus Squeezed & Design	5/5/82	363038	6/21/83	1243043	Registered	32
	Jus Squeezed & Design	1/29/90	74/023,529	10/23/90	1618981	Registered	21
	Jus Squeezed & Design	10/30/81	334846	3/8/83	1230682	Registered	32
	Lykes Family Choice	1/17/91	74/131,264	11/30/93	1807317	Registered	11
	Lykes Family Choice	1/17/91	74/131,264	11/30/93	1807317	Registered	30
	Lykes Pasco 7L & Design	2/4/82	348649	3/22/83	1231661	Registered	7
	Natural Five	8/20/81	324486	1/25/83	1225239	Registered	32
	Premium Select	1/20/99	75/624,998	N/A	N/A	Pending	32
	Premium Select	11/25/91	74/224,880	6/9/92	1693798	Registered	32
	Royal Ascot	2/8/91	74/137,482	7/21/92	1702605	Registered	30
	Switch-A-Brix	2/22/77	73/116,718	10/16/79	1125955	Registered	11
	Ultramatic-Pump	9/20/78	186333	4/7/81	1150223	Registered	7
Uruguay	Vitality	7/8/97	296663	N/A	N/A	Pending	21
	Vitality	7/8/97	296663	N/A	N/A	Pending	32
Venezuela	Vitality	N/A	N/A	2/16/71	63847	Registered	46
	Vitality	N/A	N/A	12/11/70	62758	Registered	21
Virgin Islands	Vitality	N/A	N/A	2/16/71	4578	Registered	32
	Vitality	N/A	N/A	2/16/71	4578	Registered	30
	Vitality	N/A	N/A	2/16/71	4578	Registered	7
	Vitality	N/A	N/A	8/21/73	6050	Registered	32
	Vitality	N/A	N/A	8/21/73	6050	Registered	30
	Vitality	N/A	N/A	8/21/73	6050	Registered	7

Country	Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
	Vitality	N/A	N/A	8/21/73	6051	Registered	32

EXHIBIT "A-2"
TRADEMARKS

COUNTRY/STATE	TRADEMARK	FILING DATE	SERIAL NO.	REG. DATE	REG. NO.
California	Vitality				00373036
California	Vitality				00373037
California	Vitality				00373054
Florida*	Vitality		00311221		911332
Florida	Vitality Surface				00373076
Illinois	Vitality				00373040
Illinois	Vitality				00373058
Illinois	Vitality				00373059
Maryland	Vitality				00373041
Maryland	Vitality				00373048
Maryland	Vitality				00373067
Massachusetts	Vitality				00014767
Massachusetts	Vitality				00373038
Massachusetts	Vitality				00373039
Massachusetts	Vitality				00373042
Massachusetts	Vitality				00373057
New York	Vitality				00373050
New York	Vitality				00373061

EXHIBIT "A-3"
TRADEMARKS

New York	Vitality				00373062
Oregon	Vitality				(T-11216)
Oregon	Vitality				0014768
Oregon	Vitality				(261)
Oregon	Vitality				(11215)
Oregon	Vitality				(11216)
Pennsylvania	Vitality				(779707)
Pennsylvania	Vitality				(779708)
Pennsylvania	Vitality				00373044
Pennsylvania	Vitality				00373046
Pennsylvania	Vitality				00373047
Pennsylvania	Vitality				(779706)
Washington	Vitality				00373055
Washington	Vitality				(7496)
Washington	Vitality				(7497)
Florida	Vitality Sunface				00373076

Note: All state trademark registrations are expired except for the Florida trademark registration appearing in the above chart with an asterisk (*).

EXHIBIT "A-3"

Hamiltonian	6/21/91	74/178,394	10/19/93	1800220
Island Passion	10/25/96	75/187,349	12/2/97	2117774
Island Passion	4/17/98	75/467,432	N/A	N/A
Island Passion	3/1/93	74,362,899	8/22/95	1914253

SCHEDULE 2
to
Trademark Security Agreement
dated as of July 2, 1999

Trademark Licenses

NONE

TRADEMARK SECURITY AGREEMENT

RECORDED: 09/13/1999

TRADEMARK
REEL: 001970 FRAME: 0617