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To the Honorable Commissioner of Patents

101172251

original documents or copy thereof.

1. Name of conveying party(ies): WRD 10.12.99

- 1) Derra Fruit Company, Ltd. 2) Pisciotta Produce and Provisions, 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: Sept 27, 1999

2. Name and address of receiving party(ies)

Name: First Source Financial LLP

Internal Address:

Street Address: 2850 W. Golf Rd.

City: Rolling Meadows State: IL ZIP: 60008

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Illinois Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,240,437

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/15/1999 MTHAIL 00000002 2240437 01 FC:481 40.00 BP

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.

Laura Konrath

Signature

9/30/99

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of September 27, 1999, by and among the undersigned (each, an "Obligor" and, collectively, the "Obligors"), and FIRST SOURCE FINANCIAL LLP, as Lender (the "Lender") under that certain Secured Credit Agreement dated as of the date hereof among the Obligors and the Lender (the "Credit Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement.

WITNESSETH:

WHEREAS, each Obligor (i) owns the patents and patent applications as set forth next to such Obligor's name on Schedule 1 annexed hereto, and is a party to the patent licenses as set forth next to such Obligor's name on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications as set forth next to such Obligor's name on Schedule 2 annexed hereto, and is a party to the trademark licenses as set forth next to such Obligor's name on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications as set forth on Schedule 3 annexed hereto, and is a party to the copyright licenses as set forth on Schedule 3 annexed hereto;

WHEREAS, each Obligor has entered into a Security Agreement dated as of the date hereof with the Lender to secure the prompt payment and performance of such Obligor's obligations under the Credit Agreement (the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Obligor has granted to the Lender, a security interest in substantially all the assets of such Obligor, including all right, title and interest of such Obligor in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor hereby agrees as follows:

1. Each Obligor hereby grants to the Lender a continuing security interest in all of such Obligor'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 "Patents"), whether presently existing or hereafter created or acquired:

- (a) each patent and patent application of such Obligor therefor, including, without limitation, each patent and patent application of such Obligor referred to in Schedule 1 annexed hereto;
- (b) each patent license to which such Obligor is a party, including, without limitation, each patent license to which such Obligor is a party listed on Schedule 1 annexed hereto; and

- (c) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

2. Subject to Section 4 below, each Obligor hereby grants to the Lender a continuing security interest in all of such Obligor'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 "Trademarks"), whether presently existing or hereafter created or acquired:

- (a) each trademark, trademark registration and trademark registration application of such Obligor, including, without limitation, the trademarks, trademark registrations and trademark registration applications of such Obligor referred to in Schedule 2 annexed hereto and the goodwill associated therewith;
- (b) each trademark license to which such Obligor is a party, including, without limitation, each trademark license of such Obligor listed on Schedule 2 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

3. Each Obligor hereby grants to the Lender a continuing security interest in all of such Obligor'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 "Copyrights"), whether presently existing or hereafter created or acquired:

- (a) each copyright, copyright registration and copyright registration application of such Obligor, including, without limitation, the copyright, copyright registrations and copyright registration applications of such Obligor referred to in Schedule 3 annexed hereto;
- (b) each copyright license to which such Obligor is a party, including, without limitation, each copyright license to which such Obligor is a party listed on Schedule 3 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Obligor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by any Obligor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but

rather, if and so long as such Obligor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Liabilities.

5. In addition to, and not by way of limitation of, all other rights granted to the Lender under the Credit Agreement, this Agreement and all other Collateral Documents, as collateral security only for the complete payment when due of all Liabilities, each Obligor hereby, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Credit Agreement, and the exercise by the Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Lender any and all rights of such Obligor under any license and any license agreement with any other party, whether such Obligor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by such Obligor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Lender under this Agreement which rights are material to the conduct of such Obligor's business. Each Obligor hereby covenants that, within ten (10) days thereafter, it will notify the Lender if any Patent described in subsection 1(a) hereof, Copyright described in subsection 3(a) hereof or Trademark described in subsection 2(a) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Lender with full identification thereof and with such further documentation as the Lender may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 5.

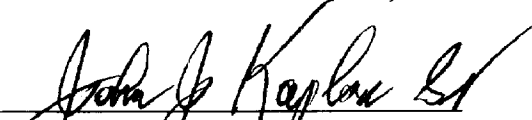
6. Each Obligor hereby agrees that, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Credit Agreement, and the exercise by the Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, the Lender's right to use all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of the such Obligor's right to use the same, and without any liability for royalties or other related charges from the Lender to such Obligor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Liabilities have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

7. Each Obligor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by such Obligor. Within ten (10) days after the creation thereof, such Obligor shall identify in writing to the Lender all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of such Obligor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Credit Agreement and this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its duly authorized officer as of September 23 1999.

DEMMA FRUIT COMPANY, LTD.

By: 
Name: John J. Kaplan, Sr.
Title: Chairman

**PISCIOTTA PRODUCE AND PROVISIONS,
INC.**

By: 
Name: John J. Kaplan, Sr.
Title: Chairman

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On September 27, 1999, before me appeared each of the persons executing the foregoing instrument, as proved to me to be on the basis of satisfactory evidence the persons described in and who executed the foregoing instrument as the respective officer of the corporation signatory to such instrument, each of whom being by me duly sworn, did depose and say that he is the officer of such respective corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such respective corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.

Lorrie Nicpon Marinelli

Notary Public



{Seal}

Schedule 1

Patents

None.

Schedule 2

Trademarks

See Attached.

Int. Cl.: 30

Prior U.S. Cl.: 46

Reg. No. 2,240,437

United States Patent and Trademark Office

Registered Apr. 20, 1999

**TRADEMARK
PRINCIPAL REGISTER**

JUAN CHICO

DEMMA FRUIT COMPANY, LTD. (NEBRASKA
CORPORATION)
11235 JOHN GALT BOULEVARD
OMAHA, NE 68137

FOR: FAJITAS, IN CLASS 30 (U.S. CL. 46).
FIRST USE 8-0-1996; IN COMMERCE
8-0-1996.

OWNER OF U.S. REG. NO. 1,665,974.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "CHICO" , APART FROM THE
MARK AS SHOWN.

THE NAME SHOWN IN THE MARK DOES
NOT IDENTIFY A PARTICULAR LIVING IN-
DIVIDUAL.

SER. NO. 75-384,052, FILED 11-3-1997.

KAREN M. STRYZ, EXAMINING ATTORNEY

Schedule 3

Copyrights

None.