

12-07-1999



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M/R/D
12/6/99

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 01 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name KH Acquisition, Ltd. (to be renamed Wright Brand Foods, Ltd.)

12 01 1999

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 General Electric Capital Corporation

DBA/AKATA

Composed of

Address (line 1) 10 South LaSalle Street

Address (line 2) Suite 2700

Address (line 3) Chicago

IL

State/Country

60603

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 Assignment.)

12/07/1999 DCOATES 00000017 1395957

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
350.00 DP

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

TRADEMARK

REEL: 001996 FRAME: 0044

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" value="1395957"/>	<input type="text" value="1545487"/>	<input type="text" value="1705221"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1395958"/>	<input type="text" value="1554890"/>	<input type="text" value="1724800"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1397002"/>	<input type="text" value="1667748"/>	<input type="text" value="1747855"/>

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:

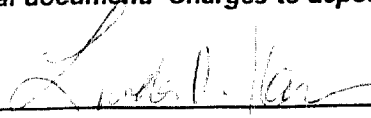
Yes

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.

Linda R. Kastner



December 3, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="2204311"/>	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 1999, by KH ACQUISITION, LTD. (to be renamed Wright Brand Foods, Ltd.), a Texas limited partnership ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KH ACQUISITION, LTD.

By: KH General, Inc.

By: _____

Name: _____

Title: _____

[Handwritten Signature]
JAMES S. MURPHY
VP & ASST. SEC.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *[Handwritten Signature]*

Name: Glenn P. Barthelemy

Title: Deputy Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations

1. The Wright Brand W (double checks), U.S. Registration No. 1,395,957
2. Hickory Creek Brand (Stylized), U.S. Registration No. 1,395,958
3. Hickory Trail Brand (and Design), U.S. Registration No. 1,397,002
4. Wright Brand Since 1922 (and Design), U.S. Registration No. 1,545,487
5. Wright, U.S. Registration No. 1,554,890
6. Silver Spur U.S. Registration No. 1,667,748
7. XLT, U.S. Registration No. 1,705,221
8. Best of Ham, U.S. Registration No. 1,724,800 (Supplemental Register)
9. Flat-Pack, U.S. Registration No. 1,747,855
10. Benchmark, U.S. Registration No. 2,065,833
11. Hickory Trail Brand, U.S. Registration No. 2,081,361
12. Old Hickory Brand, U.S. Registration No. 2,107,123
13. Best of Ham, U.S. Registration No. 2,192,383 (Principal Register)
14. Hickory Ranch, U.S. Registration No. 2,204,311
15. Man with ham design, U.S. Registration No. 2,216,746
16. Wright, Mexico Registration No. 445,059

Pending Applications for Trademark Registration

1. Hickory Grove, Application August 1996, Notice of Allowance June 16, 1998
2. Bacon Quickies, Application June 1997, Notice of Allowance August 11, 1998
3. Bacon Quick, Application June 1997, Notice of Allowance September 21, 1999
4. Flavor First, Application April 1998, Notice of Allowance March 2, 1999

Trademark Licenses

1. Non-exclusive license granted to Prefco, Inc. (Blueribbon) to use the Best of Ham mark until October 23, 2000
2. Non-assignable license for use of Razorback Brand licensed from the University of Arkansas for an annual fee of \$100

LATHAM & WATKINS

HONG KONG OFFICE

23RD FLOOR
ARD CHARTERED BANK BUILDING
OEUX ROAD CENTRAL, HONG KONG
EPHONE + 852-2905-6400
FAX + 852-2905-6940

LONDON OFFICE

ONE ANGEL COURT
NDON EC2R 7HJ ENGLAND
EPHONE + 44-171-374 4444
FAX + 44-171-374 4460

LOS ANGELES OFFICE

EST FIFTH STREET, SUITE 4000
GELES, CALIFORNIA 90071-2007
ELEPHONE (213) 485-1234
FAX (213) 691-8763

MOSCOW OFFICE

TSA GASHEKA, 7, 9TH FLOOR
MOSCOW 125047, RUSSIA
EPHONE + 7-095 785-1234
FAX + 7-095 785-1235

NEW JERSEY OFFICE

NEWARK CENTER, 16TH FLOOR
ARK, NEW JERSEY 07101-3174
LEPHONE (973) 639-1234
FAX (973) 639-7298

NEW YORK OFFICE

5 THIRD AVENUE, SUITE 1000
YORK, NEW YORK 10022-4802
ELEPHONE (212) 906-1200
FAX (212) 751-4864

ATTORNEYS AT LAW

SEARS TOWER, SUITE 5800
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 876-7700

FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE

850 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA 92626-1925
TELEPHONE (714) 540-1235
FAX (714) 755-8290

SAN DIEGO OFFICE

701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
TELEPHONE (619) 236-1234
FAX (619) 696-7419

SAN FRANCISCO OFFICE

505 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94111-2562
TELEPHONE (415) 391-0600
FAX (415) 395-8095

SILICON VALLEY OFFICE

75 WILLOW ROAD
MENLO PARK, CALIFORNIA 94025-3858
TELEPHONE (650) 328-4600
FAX (650) 463-2600

TOKYO OFFICE

INFINI AKASAKA, 8-7-15, AKASAKA, MINATO-KU
TOKYO 107, JAPAN
TELEPHONE +813-3423-3970
FAX +813-3423-3971

WASHINGTON, D.C. OFFICE

1001 PENNSYLVANIA AVE., N.W., SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO

December 6, 1999

BY HAND DELIVERY

The Honorable Commissioner of Patents
and Trademarks
United States Patent and Trademark Office
2011 Jefferson Davis Highway
Arlington, VA 22202
Attn: Box Assignments

Re: KH Acquisition, Ltd. (to be renamed Wright Brand Foods, Ltd.)/General Electric
Capital Corporation

Dear Sir or Madam:

Enclosed for immediate recording with your office on Monday, December 6, 1999, please find a Trademark Security Agreement by and between the above-referenced entities, together with the required recordation cover sheet and filing fee of \$390.00.

Please file the document immediately and send me a recorded copy, stamped with a reel and page number to my attention, at your earliest convenience.

The Honorable Commissioner of Patents and Trademarks

December 6, 1999

Page 2

Should you have any questions, please call me at (312) 876-7628.

Very truly yours,



Linda R. Kastner
Senior Legal Assistant

Enclosures