

02/26/00

03-16-2000



101291087

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

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

Re

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 # 101189460

Correction of PTO Error
Reel # [] Frame # []

Corrective Document
Reel # [] Frame # []

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year [] [] []

Change of Name

Other []

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08 25 99

Name USM Acquisition Corp.

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name Interbank Funding Corp.

DBA/AKA/TA []

Composed of []

Address (line 1) 1733 Connecticut, N.W.

Address (line 2) []

Address (line 3) Washington D.C. 20009
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Delaware

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.)

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002034 FRAME: 0826

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"/>
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<input type="text" value="1680526"/>	<input type="text" value="1694682"/>	<input type="text" value="1333448"/>
<input type="text" value="2040225"/>	<input type="text" value="1701981"/>	<input type="text" value="1333486"/>
<input type="text" value="2018382"/>	<input type="text" value="1346529"/>	<input type="text" value="0969721"/>

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.

Andrew H. Yost

Name of Person Signing



Signature

2-22-00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
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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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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1665522	2219627	74053035
	75193951	
1729653	75040683	
1421349	75055307	
1756201	75142611	

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

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Citizenship/State of Incorporation/Organization

1/03/1999 KTHAI1 00000012 1680526

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1 FC:481
2 FC:482

(40.00 OP
600.00 OP)

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TRADEMARK
REEL: 002034 FRAME: 0829

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

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Deposit Account Number: #

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Name of Person Signing

Signature

Date Signed

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Registration Number(s)

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<input type="text"/> 1536604	<input type="text"/> 2214924	<input type="text"/> 75355197
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<input type="text"/> 1729653	<input type="text"/> 75040683	<input type="text"/>
<input type="text"/> 1421349	<input type="text"/> 75055307	<input type="text"/>
<input type="text"/> 1756201	<input type="text"/> 75142611	<input type="text"/>

TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT

This TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT dated as of August 25, 1999 (this "Assignment") between USM ACQUISITION CORP. ("the Borrower"), a Massachusetts corporation, with its principal place of business at 200 Reservoir Street, Needham, Massachusetts 02494 to INTERBANK FUNDING CORP., with its principal place of business at 1733 Connecticut, N.W., Washington DC 20009 (the "Lender"), pursuant to the Security Agreement (the "Security Agreement") dated as of the date hereof between the Borrower and the Lender to secure the payment and performance of the Secured Subordinated Term Note in the original principal amount of \$3,000,000 and a Secured Subordinated Revolving Credit Note in the original principal amount of \$900,000 (as amended, restated, increased, replaced or modified from time to time, the "Notes") made by the Borrower to the order of the Lender and in any of the Security Documents (as defined) (the "Obligations").

1. Grant of Security Interest; Assignment. To secure the payment and performance of the Obligations, the Borrower hereby grants a continuing security interest in, and assigns effective upon demand made upon the occurrence and during the continuance of an Event of Default (as defined in the Notes), to the Lender, and its successors and assigns, the items set forth below (hereinafter collectively referred to as the "Assigned Material"):

1.1. All of the right, title and interest of the Borrower in and to all trademark registrations (collectively, the "Registrations") all trademark applications based on actual use (collectively, the "Applications"), but specifically excluding all intent to use filings (the "Intent Filings") and all common law marks ("Common Law Marks") now owned or hereafter acquired by the Borrower. Such registrations, applications, filings and common law marks shall include without limitation, all existing United States and foreign registrations of the Borrower described in Schedule A attached hereto, all existing United States and foreign applications for registration of the Borrower which are based on actual use, and all material common law marks described in Schedule A attached hereto;

1.2. The goodwill of the business of the Borrower symbolized by each of the trademarks that are the subject of the Registrations and the Applications, the goodwill of the business symbolized by the common law marks, and the goodwill of the business of the Borrower symbolized by any trademark that may in the future be added to Schedule A as a Registration or Application or Common Law Marks (all such present or future Registrations, Applications or Common Law Marks being also referred to herein as the "Trademarks"); and

1.3. All right, title and interest of the Borrower in and to any cause of action that has heretofore arisen or that may arise with respect to non-consensual use or infringement of the Registrations, Applications, and/or Common Law Marks.

2. Power of Attorney; Further Assurances.

2.1. The Borrower hereby constitutes and appoints the Lender its attorney in fact for the purpose of carrying out the assignment referred to in Section 1 above. Effective upon demand made upon an Event of Default (as defined in the Security Agreement by and between

the Lender and the Borrower dated as of the date hereof), the Lender shall be authorized to take any action and execute any instrument on behalf of and in the name of the Borrower which the Lender may deem necessary or advisable to accomplish such assignment, which appointment is irrevocable and coupled with an interest.

2.2. The Borrower shall execute, or use its best efforts at its expense to have executed, any further document as may be reasonably requested by the Lender in order to fully effectuate this Assignment; provided that the Borrower need not take any actions that would effect an absolute assignment of the Assigned Material to the Lender prior to demand made upon the occurrence and during the continuance of an Event of Default.

3. Default. Upon an Event of Default the Lender shall have in addition to all other rights and remedies granted by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in any of the jurisdictions in which the Trademarks hereby assigned may be located. Without limiting the generality of the foregoing, upon the occurrence and continuance of an Event of Default, the Lender may sell at public or private sale or otherwise realize upon, in Boston, Massachusetts or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrower. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released.

4. Covenants.

4.1. The Borrower agrees (a) not to abandon any of its rights relating to the Assigned Material (except for the Registrations marked by an asterisk on Schedule A) for the term of this Assignment, without the prior written consent of the Lender, (b) to file a federal trademark application for each mark used and/or elected to be used by the Borrower (other than those marks that are the subject of an existing federal registration or application) unless such filings would not be commercially reasonable, and (c) the Borrower agrees to grant the Lender or Lender's attorney the necessary powers of attorney and otherwise to cooperate with the Lender or such attorney to enable the Lender to pursue such applications at the Borrower's expense if the Borrower fails or elects not to do so.

4.2. To permit Lender, in the event the Borrower does not take such action required to maintain its rights in the registrations, applications and filings, to take such action (including, but not limited to, bringing any action, suit or proceeding that Lender deems advisable to defend, protect or enforce such rights) on its own behalf and on behalf of the

Borrower; provided, however, if Lender takes action to maintain the Registrations and/or Applications, the Borrower shall reimburse Lender for reasonable expenses so incurred.

4.3. The Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not assign any interest in the Trademarks to any third party (except to the Lender as provided in this Assignment and assignments to Sovereign Bank ("Sovereign") under the Borrower's loan agreements with Sovereign) and will not enter into any agreement which is inconsistent with the Borrower's obligations under this Assignment, except for non-exclusive licenses containing obligations with respect to standards of quality consistent with those maintained by the Borrower as of the date of this Assignment, without the Lender's prior written consent.

4.4. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new registrable trademarks and/or service marks, the provisions of Section 1 shall automatically apply thereto and the Borrower shall give to Lender prompt written notice thereof.

4.5. The Borrower authorizes the Lender to modify this Assignment by amending Schedule A to include any future registrations, applications and filings that become Registrations or Applications under Section 1. The Borrower agrees to give the Lender prompt written notice of any events requiring a modification of Schedule A.

4.6. The Borrower has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Trademarks.

4.7. The Borrower will maintain for the duration of this Assignment, consistent standards of quality in its manufacture of products and rendering of services sold under the Trademarks.

4.8. The Borrower hereby grants to Lender and its employees and agents the right to visit the Borrower's facilities that produce, manufacture, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours except, in the event of an emergency, then at any time.

4.9. Subject to the qualifications set forth in Sections 4.1 and 4.2 the Borrower shall file any and all instruments and documents necessary to maintain the validity of the Registrations, including, but not limited to, Renewal Applications.

4.10. The Borrower shall do any and all acts required by Lender to ensure the Borrower's compliance with this Section 4.

5. Indemnification. The Borrower agrees to indemnify and hold harmless Lender against any claim, loss or liability with respect to a third party incurred by Lender as assignee of the Registrations and Applications assigned hereby resulting from any use by the Borrower, or any or its sublicensees, of goods or services, products or processes, as the case may be, covered by the Registrations and Applications assigned hereunder.

6. **Representations and Warranties of Title.** The Borrower warrants that:

6.1. The Borrower has the unqualified right to enter into this Assignment and perform its terms.

7. **Miscellaneous.**

7.1. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument.

7.2. No course of dealing between the Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Security Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.3. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by any of the Security Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7.4. If any clause or provision of this Assignment 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 thereof, 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 Assignment in any jurisdiction.

7.5. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4.5.

7.6. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

7.7. The validity and interpretation of this Assignment and the rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Massachusetts and applicable Federal trademark law.

7.8. All notices, instruments and documents to be delivered hereunder shall be delivered to the parties in accordance with the notice provisions set forth in the Notes.

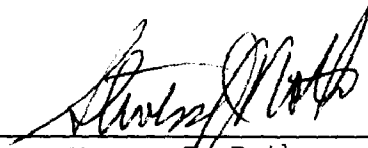
7.9. "Security Documents" for the purpose of this Assignment shall mean the Security Agreement and this Assignment, each dated the date hereof between the Lender and the Borrower; and any and all other documents and agreements now or hereafter entered into as security for or in connection with the Notes as the same may be amended, restated, replaced, extended or modified from time to time.

7.10. All capitalized terms used in this Assignment which are not specifically defined herein shall have the definition set forth in the Notes.

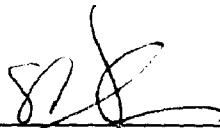
7.11. At such time as there shall exist no continuing liability of the Borrower with respect to the Obligations, this Assignment shall terminate and the Lender shall execute and deliver to the Borrower all documents and instruments which are necessary to document the termination of this Assignment.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

USM ACQUISITION CORP.

By: 
Name: Steven J. Roth
Title: President

INTERBANK FUNDING CORP.

By: 
Title: ~~Simon A.~~ President
Name: Simon A. Hershon

Schedule A

Registrations, Applications for Registrations for U.S. and Foreign Trademarks or Service Marks

Trademark	Serial/Registration Number	Filing Date	Int'l Class
OUR GREAT TASTE COMES NATURALLY	1680526	3/22/91	30
WAFFLERS	2040225	1/25/96	30
RICE TWICE	2018382	4/7/95	30
EREWON & Design	1694682	3/22/91	30
EREWON	1701981	3/1/91	30
EREWON & Design	1346529	5/21/84	29
EREWON & Design	1333448	5/21/84	29
EREWON & Design	1333486	5/21/84	29
EREWON	0969721	7/3/72	46
UNCLE SAM	1878790	2/8/94	30
AZTEC	1536604	8/8/88	30
APPLE STROODLES	1665522	5/15/90	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS	1729653	6/21/91	30
BARLEY PLUS	1421349	6/2/86	30
BANANA O'S	1756201	2/5/92	30
GALAXY GRAHAMS	1849521	2/3/93	30
CORNFETTI	2214924	12/7/95	30
COCOMOTION	2219627	4/17/97	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS NATURALS	75040683	1/5/96	29,30
SUPER-O'S	75055307	2/8/96	30
MOCHA CRISP	75142611	7/31/95	30
CHERRY JUBILEE	75180109	10/11/96	30
OATS PLUS	75355197	9/11/97	30
POPPETS	74053035	4/26/90	30

Trademark	Country	Registration/Serial Number	Date Filed
EREWON	Canada	TMA196171	1/2/73
EREWON	Germany	1099476	2/22/85
EREWON	Benelux	406592	1/15/85
EREWON	France	1296161	1/17/85
EREWON	Great Britain	1030456	6/5/74
EREWON	Great Britain	1030457	6/5/74
EREWON	Great Britain	1030458	6/5/74
EREWON	Great Britain	1030459	6/5/74
UNCLE SAM	Canada	TMA444812	7/21/94
UNCLE SAM	Jordan	6032	
UNCLE SAM	Saudi Arabia	385/69	
UNCLE SAM	Mexico	545881	
UNCLE SAM	Japan	4011921	
AZTEC	Canada	TMA378194	11/28/89
BARLEY PLUS	Canada	TMA342655	12/15/86
SUPER-O'S	Canada	TMA411642	11/28/89
APPLE STROODLES	Canada	TMA405271	4/17/91
RICE TWICE	Canada	TMA479120	5/15/96
WAFFLERS	Canada	TMA479084	5/17/96
CORNFETTI	Canada	TMA482797	11/25/96
CORNFETTI	Israel	108186	
CORNFETTI	Switzerland	446865	10/24/96
CORNFETTI	European Community	398370	10/22/96
U.S. MILLS CORNFETTI	Switzerland	451245	10/24/96
COCOMOTION	Canada	TMA500478	11/18/97
U.S. MILLS NATURALS	European Community	78808	4/1/96
UNCLE SAM	Lebanon	559/279483	10/26/94
U.S. MILLS	Switzerland	06652/1996	9/16/96
U.S. MILLS	European Community	357319	9/13/96
U.S. MILLS NATURALS	Canada	081299600	5/17/96
U.S. MILLS NATURALS	Switzerland	06653/1996	9/16/96
POPPETS	Canada	066845800	10/16/90
OATS PLUS	Canada	100160100	1/8/99

Common Law Trademarks