

03-17-2000



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OPR/FINANCE 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

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
- 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.)

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FOR OFFICE USE ONLY

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02 FC:482

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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="2,198,618"/>	<input type="text" value="2,023,377"/>	<input type="text"/>
<input type="text" value="2,196,068"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,913,653"/>	<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.

Douglas K. Lewis, Chief Executive Officer

1-10-2000

Name of Person Signing

Signature

Date Signed

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is dated as of January 10, 2000, by and between FRESH SAMANTHA, INC., a Maine corporation (the "Grantor") and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank, having an office of business at 28 State Street, Boston, Massachusetts, 02109, successor to State Street Bank and Trust Company ("Grantee").

WHEREAS, Grantor adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered or the subject of pending applications for registration in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor is obligated to Grantee and has assumed obligations in favor of the Grantee under the "Loan Documents," as such quoted term is defined in the Second Amended and Restated Revolving Credit and Loan Agreement dated as of January 10, 2000 and by and between Grantor and Grantee (the "Loan Agreement"); and

WHEREAS, Grantor has previously granted a security interest in and a mortgage on, *inter alia*, the Trademarks to Grantee, and Grantee has perfected such security interest and mortgage by filing, with the Office of the Secretary of State of Maine, a UCC-1 Financing Statement, No. 1302056, on January 22, 1999, which Financing Statement was amended by the filing of a UCC-3 Amendment, No. 1336155 on October 1, 1999 with the Office of the Secretary of State of Maine;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby conclusively acknowledged, Grantor does grant to Grantee a security interest in, and a mortgage on, all right, title and interest of Grantor in and to the Trademarks, the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "Trademark Collateral"), to secure the prompt payment, performance and observance of the "Obligations," as such quoted term is defined in the Loan Agreement. Grantor does further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in and mortgage on the Trademark Collateral made and granted hereby are more fully set forth in the Second Amended and Restated Security Agreement dated January 10, 2000, and by and between Grantor and Grantee, and the Irrevocable Power of Attorney created by Grantor in favor of Grantee on January 10, 2000 the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of January, 2000.

FRESH SAMANTHA, INC.

By: 

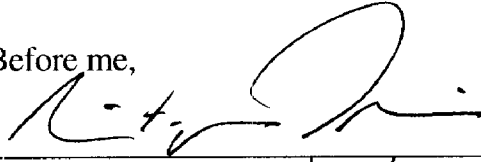
Name: Douglas K. Levin

Its: Chief Executive Officer

January 10, 2000

Personally appeared the above-named Douglas K. Levin, Chief Executive Officer of Fresh Samantha, Inc. as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of Fresh Samantha, Inc.

Before me,



Name: *Christopher Devlin*

Title: *Attorney at law*