

03-20-2000



101292578

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 Effective Date
Month Day Year
- 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.)

03/20/2000 DNGUYEN 00000036 2199406

FOR OFFICE USE ONLY

01 FC:481 | 40.00 DP
02 FC:482 | 50.00 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: 002036 FRAME: 0197

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)

*See attached sheet
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)

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

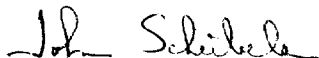
No

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.

John Scheibeler, Esq.

White & Case (Reg. No. 35,346)



February 14, 2000

Name of Person Signing

Signature

Date Signed

**SCHEDULE 3.15
Trade Rights**

Trademark	Jurisdiction	Registered	Number
Orval Kent Food Company, Inc.			
Alex & Design	California	Yes	62,227
Alex & Design	USA	Yes	1,652,522
BABS	USA	Yes	915,984
Chef Alfredo's	USA	Yes	1,178,357
Chilled Selections Stylized	USA	Yes	1,601,138
Citrus Sensations	USA	Yes	1,864,347
Deli Mates	USA	Yes	2,236,412
Fluer de Lys design	USA	Yes	1,341,157
Mathews Salad House	USA	Yes	1,883,734
Mrs. Crockett's Kitchens	USA	Yes	1,423,046
Orval Kent & Design	USA	Yes	971,464
Orval Kent Food Company	Illinois	Yes	44,103
Salad Maid	USA	No	74/557,344
Salads Plus	USA	No	73/768,442
Salads Plus	USA	Yes	2,227,596
Signature	USA	Yes	1,422,124
Signature Delights	USA	Yes	1,910,271
Signature Entrees & Design*	USA	Yes	1,794,047
Signature Entrees Orval Kent & Design	USA	Yes	1,787,279
Signature S.A.L.A.D.S Orval Kent & Design	USA	Yes	1,348,314
Signature S.A.L.A.D.S Orval Kent & Design	Canada	Yes	TMA 324,146
Signature Salads	USA	Yes	1,554,907
Signature Salads	USA	Yes	1,348,313
Signature Salads Orval Kent & Design	USA	Yes	1,790,900
Signature Specialties & Design	USA	Yes	1,794,382
Signature Specialties Orval Kent & Design	USA	Yes	1,791,055
Vegetable design	USA	Yes	1,344,841
Mrs. Crockett's Kitchens, Inc.			
Crockett's Cove	USA	Yes	2,159,406
Kitchen Cafe'	USA	Yes	2,223,236
Crockett's Choice	None	No	
Other			
Alex International Salad & design	USA	Inactive	1,679,539
America's Deli	USA	Inactive	1,448,452
Chilled Case Cuisine (stylized)	USA	Inactive	1,651,593
Deli Mates	Canada	Filed	088825800
Katies Amish Style Salads	USA	Docketed	
Right from the Deli & design	USA	Docketed	
Salad Juniors	USA	Filed	75/459,226
Salad Juniors	Canada	Filed	088825800
Salad Maid & design	USA	Registered	1,186,986
Salad Singles	USA	Inactive	1,430,431
Salad Singles	Canada	Inactive	5742700
Seafood Sensations	USA	Inactive	75/404,800

Trademark	Jurisdiction	Registered	Number
Signature (soups)	USA	Inactive	74/436168
Signature Salads Orval Kent & design (pasta/beef)	USA	Inactive	1,766,080
Vegisan	USA	Inactive	74/631,960
Bistro Salads & Design	USA	Filed	75/773,80
Deli Mates	USA	Registered	2,236,412
Delsaco	USA	Inactive	1,289,226
DEL-SA-CO	USA	Expired	914,189
Design only (cook with chefs hat)	USA	Inactive	1,178,358
Epicurean by Alex & Design	USA	Abandoned	73/620,652
MPM	USA	Inactive	1,093,366
National Deli Test	USA	Abandoned	73/768,385
National Deli Test	USA	Abandoned	73/768,439
Party Pail	USA	Cancelled	1,445,410
Right From the Deli	USA	Unfiled	
Salad Maid & Design	USA	Expired	990,284
Salad Singles	USA	Abandoned	74/691047
Signature	USA	Abandoned	74/436168
Signature Salads & Design	USA	Registered	1,796,638
Tropical Madness	USA	Abandoned	74/175,385
Wheeling Farms	USA	Inactive	1,221,072
Kent Farms	USA	Abandoned	73/367,964
Made With Real Mayonnaise & Design	USA	Abandoned	73/768,593
Signature Salads Orval Kent	USA		

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Mrs. Crockett's Kitchens, Inc., a Texas corporation (the "Grantor") with principal offices at 120 West Palantine Road, Wheeling, Illinois 60090, hereby grants to Morgan Guaranty Trust Company of New York as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10260-0060 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of September 29, 1995 and amended and restated as of August 28, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the ____ day of January, 2000.

MRS. CROCKETT'S KITCHENS,
INC., as Grantor

By James J. Huffey, Jr.
Title: Authorized Signatory

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By _____
Title:

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 21 day of January, 2000.

MRS. CROCKETT'S KITCHENS,
INC., as Grantor

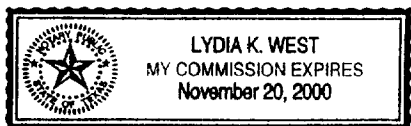
By _____
Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By Catherine Galle
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 13 day of January, 2000, before me personally came James I. Rafftesaeth who, being by me duly sworn, did state as follows: that [s]he is Authorized Signatory of Mrs. Crockett's Kitchens, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Lydia K West
Notary Public
State of Texas
County of Tarrant

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of January, 2000, before me personally came Colleen Galle who, being by me duly sworn, did state as follows: that [s]he is a Vice President of Morgan Guaranty Trust Company of New York, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Catherine Harper
Notary Public
CATHERINE HARPER
Notary Public, State of New York
No. 011A5017515
Qualified in Kings County
Commission Expires 9/7/2001

SCHEDULE A

MARK

REG. NO.

REG. DATE

**** SEE ATTACHED ****

SCHEDULE B

MARK

REG. NO.

REG. DATE

**** NONE ****

**SCHEDULE 3.15
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