

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

04-20-2000

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

101327143

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 ErrorReel #  Frame # ☐ Corrective DocumentReel #  Frame # 

## Conveyance Type

☐ Assignment☐ License☒ Security Agreement☐ Nunc Pro Tunc Assignment☐ MergerEffective Date  
Month Day Year  
☐ Change of Name☐ Other 

## Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date  
Month Day YearName Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization 

## Receiving Party

☐ Mark if additional names of receiving parties attachedName 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.)

04/19/2000 TTON11 00000304 1596820

FOR OFFICE USE ONLY

01 FC:481  
02 FC:48240.00 OP  
300.00 OP

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. 20231TRADEMARK  
REEL: 002055 FRAME: 0460

**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 (512) 305-4807

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.

#

5

**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)**


1598820	1259549	921215
1259550	1483691	472252
1268094	1249168	918639

**Number of Properties**

Enter the total number of properties involved.

#

13

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

340.00

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:

#

12-1781

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.

L. Jeffrey Hubenak

Name of Person Signing

Signature

March 7, 2000

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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/AK/A/T/A

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 the Assignment.)

**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)**


1249961		
1256280		
1751432		
1372830		

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 27, 1999, is by and between SUNDAY HOUSE FOODS, INC. ("Debtor"), a Texas corporation, whose address is P. O. Box 818, Fredericksburg, Texas 78624, with a copy to Mission City Management, Inc., 8122 Datapoint Drive, Suite 900, San Antonio, Texas 78229-3270, Attention: Thomas W. Lyles, Jr., and THE CHASE MANHATTAN BANK, a New York banking corporation, whose address is 600 Fifth Avenue, 4th Floor, New York, New York 10020, Attention: Credit Deputy, Asset Based Lending, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Debtor, Willow Brook Foods, Inc. ("Willow Brook"), a Missouri corporation, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Willow Brook, Agent and Lenders have executed and delivered the Credit Agreement;

WHEREAS, Debtor, Willow Brook and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and

collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and


(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm 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 and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS. This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of May 27, 1999.

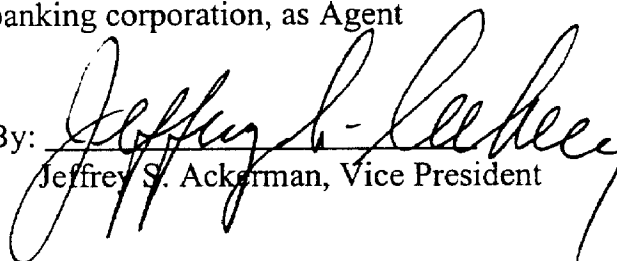
"Debtor"

SUNDAY HOUSE FOODS, INC.,  
a Texas corporation

By:   
Michael E. Briggs, President

"Agent"

THE CHASE MANHATTAN BANK, a New York  
banking corporation, as Agent

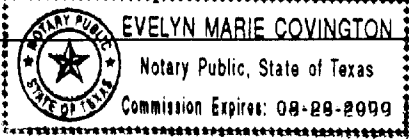
By:   
Jeffrey S. Ackerman, Vice President

Attachment:

Schedule 1 - Trademarks

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on May 28, 1999, by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of Sunday House Foods, Inc., a Texas corporation, on behalf of said  
corporation.

Evelyn Marie Covington  
Notary Public in and for the  
State of TEXAS  
Printed Name: Evelyn M. Covington  
My Commission Expires:  


THE STATE OF New York §  
                                     §  
COUNTY OF New York §

Jeffrey S. Ackerman This instrument was acknowledged before me on June 4, 1999, by Jeffrey S.  
Ackerman, Vice President of The Chase Manhattan Bank, a New York banking corporation, as agent,  
on behalf of said corporation acting in said capacity.

Marilyn Saponas  
Notary Public in and for the  
State of New York  
Printed Name: MARILYN SAPONAS  
My Commission Expires: 09-30-99

MARILYN SAPONAS  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 41-4846862  
QUALIFIED IN QUEENS COUNTY  
COMMISSION EXPIRES SEPT. 30, 1999

INDIVIDUAL/ COMPANY OWNING MARK// PRODUCT	TYPE OF MARK	REFERENCE NUMBER	FILING DATE	APPLICATION NUMBER	DATE OF REGISTRATION	REGISTRATION NUMBER	STATUS	CLASSES	COUNTRY
SHF// DESIGN ONLY: COUNTRY HOUSE	Trademark	SA 063776.0005	9/15/89	827,789	5/29/90	1,598,820	REGISTERED	29-Poultry products, namely turkeys and parts thereof	US
SHF// DESIGN ONLY: SUN RISING OVER MOUNTAINS	Trademark	SA 063776.0007	2/5/82	348,897	11/29/83	1,259,550	REGISTERED	29-Poultry products, namely turkeys and processed parts thereof	US
SHF// GRAPTOWN FARM	Trademark	SA 063776.0011	1/26/82	347,346	2/21/84	1,268,094	REGISTERED	29-Poultry products, namely turkeys and processed parts thereof	US
SHF// HILLCREST	Trademark	SA 063776.0008	1/26/82	347,338	11/29/83	1,259,549	REGISTERED	29-Poultry products, namely turkeys and processed parts thereof	US
SHF// HILLCREST FARMS	Trademark	SA 063776.0006	9/25/86	622,134	4/5/88	1,483,691	REGISTERED	29-Poultry products, namely turkeys and processed parts thereof	US
SHF// SUNCO (RISING SUN DESIGN)	Trademark	SA 063776.0009	2/5/82	348,889	8/23/83	1,249,168	REGISTERED	29-Poultry products, namely turkeys and processed parts thereof	US
SHF// SUNCO	Trademark	SA 063776.0004	1/28/70	71,349,876	9/28/71	921,215	REGISTERED	29-Fresh eggs and frozen poultry	US
SHF// SUNDAY HOUSE	Trademark	SA 063776.0015	5/4/94	197,954	9/5/94	472,252	REGISTERED	29-Meat and processed foods	Mexico
SHF// SUNDAY HOUSE	Trademark	SA 063776.0012	6/8/70	72,362,040	8/17/71	918,639	REGISTERED	29-Smoked turkey	US
SHF// SUNDAY HOUSE FOODS (COUNTRY SCENE DESIGN ONLY)	Trademark	SA 063776.0010	2/5/82	348,895	8/30/83	1,249,961	REGISTERED	29-Poultry foods, namely turkeys and parts thereof	US
SHF// SUNDAY HOUSE FOODS (TURKEY DESIGN ONLY)	Trademark	SA 063776.0002	2/5/82	348,896	11/1/83	1,256,280	REGISTERED	29-Poultry foods, namely turkeys and parts thereof	US
SHF// SUNDAY HOUSE YOUR EVERYDAY BEST	Trademark	SA 063776.0013	5/28/92	74,281,137	2/9/93	1,751,432	REGISTERED	29-Meat and processed foods	US
SHF// SUN VALLEY	Trademark	SA 062999.0008		347,345	11/26/85	1,372,830	REGISTERED	29-Poultry products, namely turkeys and parts thereof	US