

04-20-2000



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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

Execution Date  
Month Day Year

Name

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/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

FOR OFFICE USE ONLY

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01 FC:481  
02 FC:482

40.00 OP  
400.00 OP

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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: 002055 FRAME: 0470

**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

L. Jeffrey Hubenak

Address (line 1)

Locke, Liddell & Sapp, LLP

Address (line 2)

100 Congress Avenue

Address (line 3)

Suite 300

Address (line 4)

Austin, TX 78701

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**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)**

75648010

1506186

1344824

823488

873913

1297881

1364693

1266476

1093905

1803852

**Number of Properties**

Enter the total number of properties involved.

#

17

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$440.00

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/AKATA

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)**

☐

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)**

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**Registration Number(s)**

1266178	<input type="text"/>	<input type="text"/>
870975	<input type="text"/>	<input type="text"/>
1768779	<input type="text"/>	<input type="text"/>
990299	<input type="text"/>	<input type="text"/>
1520332	<input type="text"/>	<input type="text"/>
1175609	<input type="text"/>	<input type="text"/>
1894210	<input type="text"/>	<input type="text"/>

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 27, 1999, is by and between WILLOW BROOK FOODS, INC. ("Debtor"), a Missouri corporation, whose address is 405 North Jefferson Street, Springfield, Missouri 65805, 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, Sunday House Foods, Inc. ("Sunday House"), a Texas 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, Sunday House, Agent and Lenders have executed and delivered the Credit Agreement;

WHEREAS, Debtor, Sunday House 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

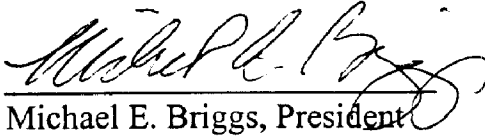
(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, 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.

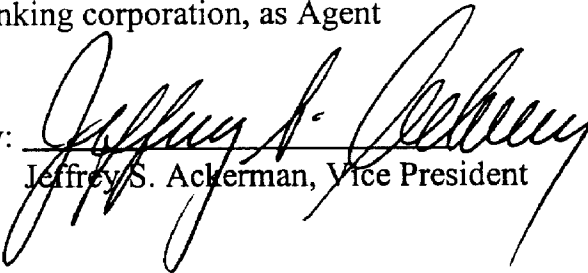
"Debtor"

WILLOW BROOK FOODS, INC.,  
a Missouri 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 27, 1999, by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of Willow Brook Foods, Inc., a Missouri corporation, on behalf of said  
corporation.

Evelyn M. 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     §

Acknowledged This instrument was acknowledged before me on June 4, 1999, by JEFFREY S.  
Acknowledged, 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

WILLOW BROOK FOODS, INC.

INDIVIDUAL/ COMPANY OWNING MARK/ PRODUCT	TYPE OF MARK	REFERENCE NUMBER	FILING DATE	APPLICATION NUMBER	DATE OF REGISTRATION	REGISTRATION NUMBER	STATUS	CLASSES	MCMI STATUS
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (S DESIGN FOR SCHWEIGERT)	Trademark		12/18/87	73-701732	9/27/88	1,506,186	REGISTERED	U.S. Class 46 (meat products, namely, wieners, sausages, luncheon meat, ham and bacon) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (SCHWEIGERT AND DESIGN)	Trademark		2/12/88	73-290895	7/29/89 renewal 7/29/89	1,506,186; 873913	REGISTERED	U.S. Class 46 (meat products - namely, wieners, salami, bologna, swedish sausage, all beef link sausages, ham sausage, and summer sausage) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (SCHWEIGERT MAKES IT BETTER)	Trademark		9/7/82	73-383776	2/7/84	1,268,476	REGISTERED	U.S. Class 46 (wieners, sausages, and processed luncheon meat) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (SCHWEIGERT'S SUNDAY MORNING DELIGHT)	Trademark		10/17/83	73-448434	6/25/85	1,344,824	REGISTERED	U.S. Class 46 (sausage) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (SUNDAY MORNING DELIGHT)	Trademark		10/17/83	73-448320	9/25/84	1,297,861	REGISTERED	U.S. Class 46 (sausages) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. I/A/a PLF Meats, Inc. (TENDER TOM AND DESIGN)	Trademark		2/23/89	75-648,010				Int. Class 029 for turkey meat products, namely, turkey wieners, turkey salami, and turkey bologna	OWNED IN THE NAME OF PLF MEATS, INC.

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INDIVIDUAL/ COMPANY OWNING MARK/ PRODUCT	TYPE OF MARK	REFERENCE NUMBER	FILING DATE	APPLICATION NUMBER	DATE OF REGISTRATION	REGISTRATION NUMBER	STATUS	CLASSES	MCMI STATUS
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Willow Brook Foods, Inc. d/b/a PLF Meats, Inc. (WILLOW BROOK FARMS AND DESIGN)	Trademark		8/31/77	73-139532	8/20/78; Renewed 8/20/98	1,093,905 OWNS REGISTRATION NO. 823,488	REGISTERED	U.S. Class 46; frozen poultry and frozen poultry parts; Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. d/b/a PLF Meats, Inc. (WILLOWBROOK FARMS	Trademark					823,488	REGISTERED		ASSIGNMENT

\*ALL MARKS NOW OWNED BY PLF MEATS, INC. ARE IN THE PROCESS OF BEING ASSIGNED TO WILLOW BROOK FOODS, INC. (formerly PLF Meats, Inc.)

INDIVIDUAL/ COMPANY OWNING MARK/ PRODUCT	TYPE OF MARK	REFERENCE NUMBER	FILING DATE	APPLICATION NUMBER	DATE OF REGISTRATION	REGISTRATION NUMBER	STATUS	CLASSES	MCMI STATUS
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		9/7/82	73-383811	10/8/85	1,364,893	REGISTERED	U.S. Class 46 (sausages) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		9/9/82	74-312080	11/9/83	1,803,852	REGISTERED	U.S. Class 46 (ham) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		9/7/82	73-384171	7/17/84	1,286,178 REGISTRATION NO. OWNED: 870,975	REGISTERED	U.S. Class 46 (sausages, wieners, and processed luncheon meats) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		6/17/88	72-300626	8/10/89	870,975	REGISTERED	U.S. Class 46 (processed meat products, namely, brown and serve sausages) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		5/28/91	74-170533	5/4/93	1,788,779	REGISTERED	U.S. Class 46 (oven-prepared, skinless turkey breast) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		12/15/72	72-443943	8/8/74; renewed 8/6/94	990,299	REGISTERED; RENEWED	U.S. Class 46 (frozen turkey breasts, turkey roasts, turkey slab and turkey rolls) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		10/8/87	73-688573	1/10/89	1,520,332	SUPPLEMENTAL REGISTRATION	U.S. Class 46 (Poultry, namely, turkey) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		8/24/79	73-228848	10/27/81	1,175,608	SUPPLEMENTAL REGISTRATION	U.S. Class 46 (Poultry) Int. Class 29 (meats and processed foods)	ASSIGNMENT
Willow Brook Foods, Inc. (HICKORY HOUSE) PLF Meats, Inc.	Trademark		4/18/84	74-513619	5/16/85	1,894,210	REGISTRATION	U.S. Class 46 (processed poultry) Int. Class 29 (meats and processed foods)	ASSIGNMENT