



101344298

original documents or copy thereof.

To the Honorable Commissioner of Patents and

1. Name of conveying party(ies):

Quantum Foods, Inc.  
Quantum Properties, L.L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Trademark Collateral Agreement
- Merger
- Change of Name

Execution Date: April 3, 2000

2. Name and address of receiving party(ies)

Name: John Hancock Life Insurance Company

Internal Address: \_\_\_\_\_

Street Address: John Hancock Place  
P.O. Box 111

City: Boston State: MA ZIP: 02117

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Massachusetts
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule I attached hereto

B. Trademark Registration No.(s)

See Schedule I attached hereto

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Reserve Corp

Internal Address: \_\_\_\_\_

05/03/2000 JSHABAZZ 00000098 75432286

01 FC:481 40.00 OP  
02 FC:482 325.00 OP

Street Address: 400 Seventh St NW  
Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Edward J. Pelican

Name of Person Signing

Edward J. Pelican

Signature

4/7/00

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002066 FRAME: 0178

SCHEDULE I

TRADEMARKS AND TRADENAMES

Country:	Japan
<u>Mark</u> Glen Joe	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 81009/98
<u>App. Dt.</u> 9/27/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
Country: South Korea	
<u>Mark</u> Glen Joe	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 1998-21596
<u>App. Dt.</u> 8/24/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
Country: United States	
<u>Mark</u> Aged Midwestern Beef & Design	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/432286
<u>App. Dt.</u> 2/11/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Butcher's Finest	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/004355
<u>App. Dt.</u> 10/11/1995	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Butcher's Preferred	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/004366
<u>App. Dt.</u> 10/11/1995	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Great Millennium Steaks	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/476415
<u>App. Dt.</u> 4/29/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Midwestern Beef & Design	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/448532
<u>App. Dt.</u> 3/11/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> New Millennium Steaks	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/476366
<u>App. Dt.</u> 4/29/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Q Millennium Steaks	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/476413
<u>App. Dt.</u> 4/29/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Quantum Classics and Design	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/004354
<u>App. Dt.</u> 10/11/1995	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Quantum Fiesta Classics (Stylized)	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/233247
<u>App. Dt.</u> 1/29/1997	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Quantum Foods Great Steaks and Design	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/004897
<u>App. Dt.</u> 10/11/1995	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Quantum Foods Logo	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 75/488631
<u>App. Dt.</u> 5/20/1998	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Quantum Entree Specialists	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 74/155311
<u>App. Dt.</u> 4/08/199	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Registered
<u>Mark</u> Quick "n Easy	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 74/469859
<u>App. Dt.</u> 12/15/1993	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending
<u>Mark</u> Steaks by Quantum	<u>Classes</u> 29
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 74/326260
<u>App. Dt.</u> 10/28/1992	<u>Reg.</u>
<u>#Reg. Dt.</u>	<u>Status</u> Pending

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SCHEDULE I

TRADEMARKS AND TRADENAMES

Country:	Japan				
<u>Mark</u> Glen Joe	<u>Classes</u> 29				
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 81009/98				
<u>App. Dt.</u> 9/27/1998	<u>Reg.</u>				
<u>#Reg. Dt.</u>	<u>Status</u> Pending				
Country: South Korea					
<u>Mark</u> Glen Joe	<u>Classes</u> 29				
<u>Reg. Owner</u> Quantum Foods, Inc.	<u>App.#</u> 1998-21596				
<u>App. Dt.</u> 8/24/1998	<u>Reg.</u>				
<u>#Reg. Dt.</u>	<u>Status</u> Pending				
Country: United States					
<u>Mark</u>	<u>Classes</u>				
Aged Midwestern Beef & Design	29				
Butcher's Finest	29				
Butcher's Preferred	29				
Great Millcreek Steaks	29				
Midwestern Beef & Design	29				
New Millcreek Steaks	29				
Q Millcreek Steaks	29				
Quantum Classics and Design	29				
Quantum Fiesta Classics (Stylized)	29				
Quantum Foods Great Steaks and Design	29				
Quantum Foods Logo	29				
Quantum Entree Specialists	29				
Quick "n Easy	29				
Steaks by Quantum	29				
<u>Reg. Owner</u>	<u>App.#</u>				
<u>App. Dt.</u>	<u>Reg.</u>				
<u>#Reg. Dt.</u>	<u>Status</u>				
Quantum Foods, Inc.	75/432286	2/11/1998		Pending	
Quantum Foods, Inc.	75/004355	10/11/1995	2113362	1/18/1997	Registered
Quantum Foods, Inc.	75/004366	10/11/1995	2174151	7/21/1998	Registered
Quantum Foods, Inc.	75/476415	4/29/1998			Pending
Quantum Foods, Inc.	75/448532	3/11/1998			Pending
Quantum Foods, Inc.	75/476366	4/29/1998			Pending
Quantum Foods, Inc.	75/476413	4/29/1998			Pending
Quantum Foods, Inc.	75/004354	10/11/1995	2068594	6/10/1997	Registered
Quantum Foods, Inc.	75/233247	1/29/1997			Pending
Quantum Foods, Inc.	75/004897	10/11/1995	2167935	6/23/1998	Registered
Quantum Foods, Inc.	75/488631	5/20/1998			Pending
Quantum Foods, Inc.	74/155311	4/08/199	1764690	4/13/1993	Registered
Quantum Foods, Inc.	74/469859	12/15/1993			Pending
Quantum Foods, Inc.	74/326260	10/28/1992			Pending

## FIRST TRADEMARK COLLATERAL AGREEMENT

This 3rd day of April, 2000, QUANTUM FOODS, INC., a Delaware corporation, and QUANTUM PROPERTIES, L.L.C., an Illinois limited liability company (collectively, the "Assignor"), with their principal place of business and mailing address at 750 South Schmidt Road, Bolingbrook, IL 60440, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgage, pledge and grant to JOHN HANCOCK LIFE INSURANCE COMPANY, not individually but solely as Collateral Agent (herein, together with its successors in trust under the Collateral Agency Agreement dated as of March 1, 2000 (the "Collateral Agency Agreement"), being herein called "Assignee") under such Collateral Agency Agreement, with its mailing address at John Hancock Place, P.O. Box 111, Boston, MA 02117, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

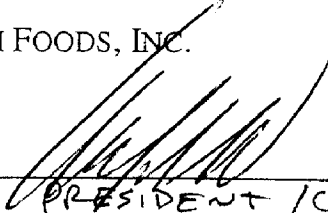
(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Indebtedness of Assignor as set out in that certain First Mortgage, Security Agreement and Fixture Filing dated as of March 1, 2000, by and between Assignor and Assignee (the "First Mortgage").

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the First Mortgage, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this First Trademark Collateral Agreement to be duly executed as of the date and year first above written.

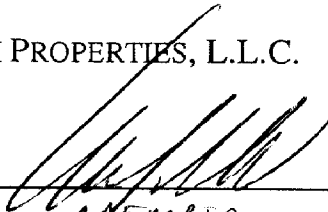
QUANTUM FOODS, INC.

By   
Its PRESIDENT / CEO

EDWARD B. BLEKA

(Type or Print Name)

QUANTUM PROPERTIES, L.L.C.

By   
Its MEMBER

Title: MEMBER

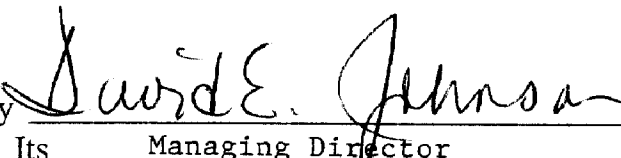
Print Name: EDWARD B. BLEKA

EDWARD B. BLEKA

(Type or Print Name)

Accepted and agreed to:

JOHN HANCOCK LIFE INSURANCE COMPANY

By   
Its Managing Director

David E. Johnson

(Type or Print Name)

STATE OF Illinois )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Edward B. Bleke and Edward B. Bleke, the President/CEO and Member of Quantum Foods, Inc., a Delaware corporation, and Quantum Properties, L.L.C., an Illinois limited liability company, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

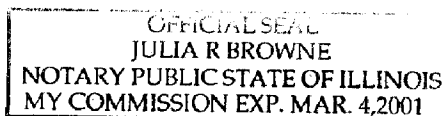
Given under my hand and notarial seal, this 31<sup>st</sup> day of March, 2000.

(NOTARIAL SEAL)

Julia R Browne  
Notary Public

My Commission Expires:

Julia R Browne  
(Type or Print Name)

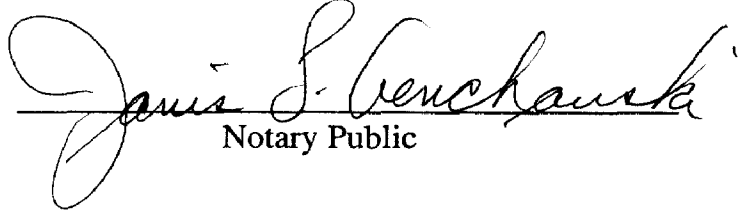


STATE OF Massachusetts )  
 ) SS  
COUNTY OF Suffolk )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David E. Johnson, Managing Director of JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27<sup>th</sup> day of March, 2000.

(NOTARIAL SEAL)

  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Type or Print Name)

JANIS L. GENCHAUSKI  
Notary Public

My Commission Expires December 3, 2004