

4-17-00



Tab settings

To the Honorable Commissioner of Pat.

101346629

Attached original documents or copy thereof.

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
Merger
Change of Name
Second Trademark Collateral Agreement

Execution Date: April 3, 2000

2. Name and address of receiving party(ies)

Name: John Hancock Life Insurance Company

Internal Address: John Hancock Place

Street Address: P.O. Box 111

City: Boston State: MA ZIP: 02117

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
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: Fiducial Research Corp.

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

05/03/2000 DCORTES 00000134 75432286

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)

01 FC:481
02 FC:482

40.00 OP
325.00 OP

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

[Signature]
Signature

4/7/00

Date

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

SCHEDULE I

TRADEMARKS AND TRADENAMES

Country:	Japan	Classes	Reg. Owner	App.#	App. Dt.	Reg.	#Reg. Dt.	Status
Mark Glen Joe		29	Quantum Foods, Inc.	8100998	9/27/1998			Pending
Country:	South Korea							
Mark Glen Joe		29	Quantum Foods, Inc.	1998-21596	8/24/1998			Pending
Country:	United States							
Mark								
Aged Midwestern Beef & Design		29	Quantum Foods, Inc.	75/432286	2/11/1998			Pending
Butcher's Finest		29	Quantum Foods, Inc.	75/004355	10/11/1995	2113362	1/18/1997	Registered
Butcher's Preferred		29	Quantum Foods, Inc.	75/004366	10/11/1995	2174151	7/21/1998	Registered
Great Millennium Steaks		29	Quantum Foods, Inc.	75/476415	4/29/1998			Pending
Midwestern Beef & Design		29	Quantum Foods, Inc.	75/448532	3/11/1998			Pending
New Millennium Steaks		29	Quantum Foods, Inc.	75/476366	4/29/1998			Pending
Q Millennium Steaks		29	Quantum Foods, Inc.	75/476413	4/29/1998			Pending
Quantum Classics and Design		29	Quantum Foods, Inc.	75/004354	10/11/1995	2068594	6/10/1997	Registered
Quantum Fiesta Clasica (Stylized)		29	Quantum Foods, Inc.	75/233247	1/29/1997			Pending
Quantum Foods Great Steaks and Design		29	Quantum Foods, Inc.	75/004897	10/11/1995	2167935	6/23/1998	Registered
Quantum Foods Logo		29	Quantum Foods, Inc.	75/488631	5/20/1998			Pending
Quantum Entree Specialists		29	Quantum Foods, Inc.	74/155311	4/08/199	1764690	4/13/1993	Registered
Quick "n Easy		29	Quantum Foods, Inc.	74/469859	12/15/1993			Pending
Steaks by Quantum		29	Quantum Foods, Inc.	74/326260	10/28/1992			Pending

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SECOND 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;

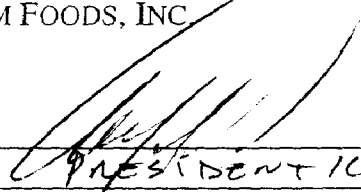
to secure performance of all Secured Indebtedness of Assignor as set out in that certain Second Mortgage, Security Agreement and Fixture Filing dated as of March 1, 2000, by and between Assignor and Assignee (the "First Mortgage").

Notwithstanding any of the other provisions herein, this Agreement and the liens and security interests created hereunder are junior and subordinate in all respects to the liens and security interests created under that certain First Trademark Collateral Agreement dated as of April 3, 2000 from the Assignor to the Assignee.

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 Second 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 Second Trademark Collateral Agreement to be duly executed as of the date and year first above written.

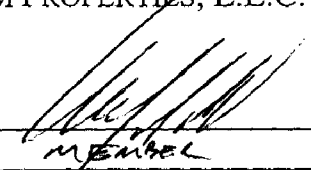
QUANTUM FOODS, INC

By 
Its PRESIDENT CEO

EDWARD B BLEKA

(Type or Print Name)

QUANTUM PROPERTIES, L.L.C.

By 
Its MEMBER

Title: MEMBER

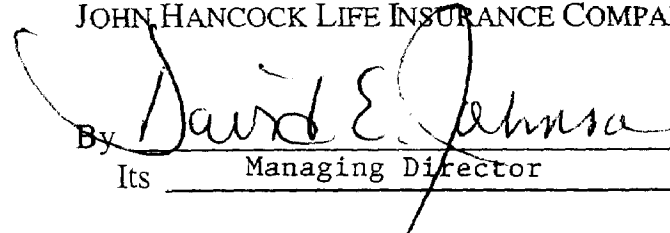
Print Name: Edward B Bleka

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. Bleka and Edward B. Bleka, 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.

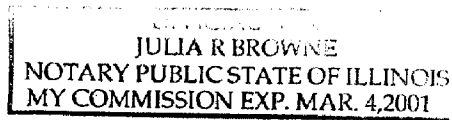
Given under my hand and notarial seal, this ____ day of March, 2000.

(NOTARIAL SEAL)

Julia R Browne
Notary Public

My Commission Expires:

Julia R Browne
(Type or Print Name)

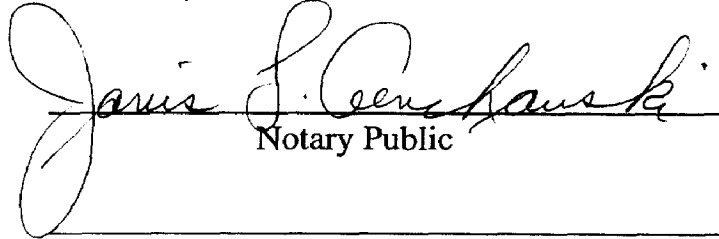


STATE OF Massachusetts)
) SS
COUNTY OF Suffolk)

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 27th 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

SCHEDULE 1

TRADEMARKS AND TRADENAMES

<u>Country:</u>	<u>Mark</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App.#</u>	<u>App. Dt.</u>	<u>Reg.</u>	<u>#Reg. Dt.</u>	<u>Status</u>
Japan	Glen Joe	29	Quantum Foods, Inc.	81009/98	9/27/1998			Pending
South Korea	Glen Joe	29	Quantum Foods, Inc.	1998-21596	8/24/1998			Pending
United States	Aged Midwestern Beef & Design	29	Quantum Foods, Inc.	75/432286	2/11/1998			Pending
	Butcher's Finest	29	Quantum Foods, Inc.	75/004355	10/11/1995	2113362	1/18/1997	Registered
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