

07-05-2000



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06-01-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #22

Handwritten initials and date: *and*
6-1-00

To the Honorable Assistant Commi. for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Chase Bank of Texas, National Association.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Texas
 Other Bank- National Association

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

2. Name and address of receiving party(ies):
Name: Sunday House Foods, Inc.
Internal Address: P.O. Box 818, Fredericksburg, Texas 78642
Street Address: P.O. Box 818, Fredericksburg, Texas 78642

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Security Agreement Termination Statement

Execution Date: June 2, 1999

Application number(s) or trademark number(s):

A. Trademark Application No(s). B. Trademark registration No(s).
 1,598,820

Additional numbers attached? Yes No

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

Name: Charles W. Hanor, P.C.
 Internal Address: AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
 Street Address: P.O. Box 12870
 City: San Antonio State: TX Zip: 78212

5. Total number of applications and registrations involved: 1

6. Total fee (37 C.F.R. § 3.41) \$ 40
 Enclosed
 Authorized to be charged to deposit account

7. Deposit account number:
01-0477
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

Charles W. Hanor
 Charles W. Hanor, P.C., Reg. No. 27,132

5-30-00
 Date

Total number of pages including cover sheet, attachments and document: 6

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FINANCING STATEMENT

(Presented for filing to the Secretary of State of Texas)

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SECY OF TEXAS

1. Name and Address of Debtor:

Sunday House Foods, Inc.
P. O. Box 818
Fredericksburg, Texas 78624

2. Name and Address of Secured Party:

Texas Commerce Bank-Austin,
National Association
700 Lavaca
Austin, Texas 78701

3. This Financing Statement covers all of the right, title and interest of Debtor, now owned or hereafter acquired, in and to the following types (or items) of property now owned or hereafter acquired by Debtor, and all accessions and substitutions therefor, and all products and proceeds thereof:

- (a) (i) all accounts, receivables, accounts receivable, general intangibles, book debts, contract rights (including, without limitation, those accounts listed on the Schedule or Schedules which may be from time to time attached hereto), instruments and documents (including without limitation, all documents of title);
- (ii) all chattel paper, notes, drafts, acceptances, payments under leases of equipment or sale of inventory, and other forms of obligations received by or belonging to Debtor for goods sold or leased and/or services rendered by Debtor;
- (iii) all of Debtor's rights in, to and under all purchase orders, instruments and other documents evidencing obligations for or representing payment for goods sold or leased and/or services rendered by Debtor;
- (iv) all of Debtor's right, title and interest of every kind and character now owned or hereafter acquired in and to or arising out of or in connection with any and all contracts for the sale or lease of goods and/or performance by Debtor;
- (iv) all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or performance of services by Debtor;
- (v) all accounts, receivables, accounts receivable, contract rights, and general intangibles arising as a result of Debtor's having paid accounts payable (or having had goods sold to or leased to Debtor or services performed for Debtor giving rise to accounts payable) which accounts payable were paid for or were incurred by Debtor on behalf of any third parties pursuant to an agreement or otherwise;

- (vi) the rights and interests of Debtor in goods, the sale and delivery of which give rise to any of the foregoing; and
 - (vii) all of Debtor's right, title and interest of every kind and character now owned or hereafter acquired in and to or arising out of or in connection with any and all contracts for growing and caring for young turkeys.
- (b) All goods, merchandise, raw materials, goods in process, finished goods, and other tangible personal property of whatever nature now owned by Debtor or hereafter from time to time existing or acquired, and held for sale or lease or furnished or to be furnished under contracts of service or used or usable or consumed or consumable in Debtor's business and all accessions and appurtenances thereto, and all accounts, receivables, accounts receivable, instruments, notes, chattel paper, documents (including, without limitation, all documents of title), contract rights and general intangibles arising in connection with any of the foregoing.
 - (c) All farm products, agricultural commodities and other property of Debtor, in each case whether in a natural or a processed state and whether now owned by Debtor or hereafter existing or acquired, including, but not limited to, all turkeys and their unborn young, wherever located, now or hereafter owned by Debtor; all increases, accretions, replacements, substitutions and additions thereto, thereof or therefor, and all offspring thereof; all produce and other products and proceeds of any property described in this clause including, without limitation, all eggs and all contract rights, accounts or general intangibles arising from the sale or forward sale of any such property, all legally assignable payments due or to become due to Debtor under any governmental or agricultural or conservation program on account of any such property or any activity of Debtor in connection with such property; all insurance and all claims for insurance affecting or held for the benefit of Debtor or Secured Party in respect of any such property, and all supplies used or produced in ranching operations of Debtor, whether such supplies are now owned by Debtor or hereafter acquired, all accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing.
 - (d) (1) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed in Exhibit A, attached and incorporated by reference for all purposes, and (1) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (2) all income, license royalties, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (3) the right to sue for past, present and future infringements thereof, (4) rights to any new or future trademarks, trademark registrations or trade names or benefits of any trademark applications, trademarks, or trademark registrations, and (5) all rights corresponding thereto throughout the world including, without limitation, goodwill, benefits,

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rights, contract rights, and privileges held, owned, accruing and to accrue; and

(ii) all goodwill of Debtor's business connected with and symbolized by the property described in this subsection (d).

EXECUTED as of the 5th day of August, 1991.

DEBTOR: SUNDAY HOUSE FOODS, INC.

By: Thomas L. Easley
Thomas L. Easley
Vice President and Chief Financial Officer

ATTEST:

By: _____
Name: _____
Title: _____

TEXAS COMMERCE BANK-AUSTIN,
NATIONAL ASSOCIATION

By: William H. Garner
Name: William H. Garner
Title: Executive Vice President

EXHIBIT A

Trademarks and Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
SUNDAY HOUSE	8/17/71	U.S. 018,639
SUNCO & DESIGN NO. 1	9/28/71	U.S. 921,215
SUNCO & DESIGN NO. 2	8/23/83	U.S. 1,249,168
RURAL SCENE DESIGN	8/30/83	U.S. 1,249,961
TURKEY DESIGN	11/1/83	U.S. 1,256,280
HILLCREST	11/29/83	U.S. 1,259,549
SUN & MOUNTAIN DESIGN	11/29/83	U.S. 1,259,550
GRAPETOWN 1 ARM	2/21/84	U.S. 1,268,094
SUN VALL Y	11/26/85	U.S. 1,372,830
HILLCREST FARMS	4/5/88	U.S. 1,481,691
COUNTRY HOUSE DESIGN	5/29/90	U.S. 1,598,820

Trade Names

Grapetown Farms
Hillcrest Farms

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
SUNDAY HOUSE YOUR EVERYDAY BEST	6/7/91	S.N. 174,932

Unregistered Trademarks

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SECY OF TEXAS