

07-14-2000

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Anton's Air Foods, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Gourmet Nova AG

Internal Address: P.O. Box/QA

Street Address: Zurich-Airport

City: Zurich State: Switzerland CH ZIP: 8058

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Switzerland
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 2-1-00

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

A. Trademark Application No.(s)

75917310

~~75304454~~

75917312

75917311

B. Trademark Registration No.(s)

2, 208, 325

Additional numbers attached?  Yes  No

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

Name: Dieter A. Schantz

Internal Address: Baker & Malenzie

Street Address: 130 E. Randolph Dr.

Suite 3500

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

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.

R.J. Willson, Jr.

Name of Person Signing

Signature

2-3-00

Date

Total number of pages including cover sheet, attachments, and document: 5

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

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, modified or supplemented from time to time, this "IP Security Agreement") is entered into as of February 1, 2000 between Anton's Airfoods, Inc., a Virginia corporation (hereinafter together with its successors and assigns, the "Company"), and **GOURMET NOVA AG**, a Swiss corporation (hereinafter, together with its successors and assigns, "Gourmet Nova").

## RECITALS

A. The Company has entered into a Security Agreement dated as of February 1, 2000 (as amended, modified or supplemented from time to time, the "Security Agreement"), with Gourmet Nova (terms defined in the Security Agreement and not otherwise defined herein shall have the meanings defined in the Security Agreement); and

B. The Company has granted to Gourmet Nova, under and subject to the terms of the Security Agreement, a security interest in all right, title, and interest to certain intellectual property rights of the Company, and has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities;

C. NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Security Agreement, the parties hereto agree as follows:

1. **Grant of Security**. The Company hereby grants to Gourmet Nova a security interest in and to all of the Company's right, title and interest in and to the following:

- (i) The United States, international, and foreign patents, patent applications and patent licenses set forth on Schedule I hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Schedule II hereto (the "Trademarks");
- (iii) Any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and Trademarks with the right, but not the obligation, to sue for and collect, or otherwise recover such damages; and
- (iv) Any and all proceeds of the foregoing.

2. **Recordation**. The Company authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

4. **Governing Law.** This Agreement shall be a contract made under and governed by the laws of the State of New York, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers or agents, as of the date first above written.

**ANTON'S AIRFOODS, INC.**

By: 

Patricia Miller Anton  
President

**GOURMET NOVA AG**

By: 

Title: \_\_\_\_\_

and

By: 

Title: \_\_\_\_\_

**SCHEDULE I**

**PATENTS**

NONE

## SCHEDULE II

### TRADEMARKS

Mark	Trademark Application No.	Trademark Registration No.
Cinci Sports Pub	75917310	Pending
Federal Tavern	75301184	2,208,325
Rapido's Fresh Food Fast	75917312	Pending
Virginia Nut Company	75917311	Pending