



06-12-2000

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07-14-2000



Docket No.:  
063776.0000

Tab settings

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #61

To the Honorable

101404830

Original documents or copy thereof.

1. Name of conveying party(ies):

Chase Bank of Texas  
P.O. Box 2558  
Houston, Texas 77252-2558

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of Security Interest #149986
- Merger
- Change of Name

Execution Date: June 2, 11999

2. Name and address of receiving party(ies):

Name: Sunday House Foods, Inc.

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

Street Address: P.O. Box 818

City: Fredericksburg State: TX ZIP: 78624

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

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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

918,639	1,249,961	1,259,550
921,215	1,256,280	1,268,094
1,249,168	1,259,549	1,483,691

Additional numbers  Yes  No

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

Name: Charles W. Hanor, P.C.

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

Street Address: P.O. Box 12870

City: San Antonio State: TX ZIP: 78212

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-0477 - only for overage or under payment

07/13/2000 DNGUYEN 00000202 918639

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

*[Handwritten signature]*  
40.00 00  
250.00 00

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 copy of the original document.

Charles W. Hanor, P.C.

Name of Person Signing

*[Handwritten signature]*

Signature

6-8-2000

Date

Total number of pages including cover sheet, attachments, and

2

TRADEMARK

001360800  
07/13/2000 DNGUYEN  
Name/Number: 918639  
\$150.00 CR  
Rep In. No. 07/13/2000  
Date 010477  
FC: 704

# EXHIBIT A

## Trademark Registrations Continued:

1,598,820

1,751,432

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

0 0 7 9 7 9 9 5 2 1

11.  CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE. (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME FIRST NAME M.I. 1A. PREFIX 1B. SUFFIX  
SUNDAY HOUSE FOODS, INC.

1C. MAILING ADDRESS 1D. CITY, STATE 1E. ZIP CODE  
P O BOX 818 FREDERICKSBURG, TX 78624

2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME FIRST NAME M.I. 2A. PREFIX 2B. SUFFIX

2C. MAILING ADDRESS 2D. CITY, STATE 2E. ZIP CODE

3. SECURED PARTY (IF PERSONAL) LAST NAME FIRST NAME M.I.  
CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

3A. MAILING ADDRESS 3B. CITY, STATE 3C. ZIP CODE  
P.O. BOX 2558 HOUSTON, TEXAS 77252-2558

4. ADDITIONAL SECURED PARTY (IF ANY)

4A. MAILING ADDRESS 4B. CITY, STATE 4C. ZIP CODE

5. ORIGINAL FINANCING STATEMENT NUMBER 5A. ORIGINAL DATE FILED 6. CHECK IF APPLICABLE THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED  
149986 AUG. 5, 1991

- 7. A.  AMENDMENT -- THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))
B.  TOTAL ASSIGNMENT -- ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))
C.  PARTIAL ASSIGNMENT -- SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))
D.  CONTINUATION -- THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))
E.  TOTAL RELEASE -- THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL. (INSTRUCTION B.7(E))
F.  PARTIAL RELEASE -- THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))
G.  TERMINATION -- THE SECURED PARTY(ES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))

9. SIGNATURE(S) OF DEBTOR(S)

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION

SIGNATURE(S) OF SECURED PARTY(IES)

OSCAR ALBERTO, OFFICER

10. Return copy to:

NAME ADDRESS CITY STATE ZIP SUNDAY HOUSE FOODS INC. ATTN: DAN MITTEL P.O. BOX 818 FREDERICKSBURG, TEXAS 78624

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

99-698591

6/02/99 8:00 AM

Texas Secretary of State

FILED



91066743

FINANCING STATEMENT

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

149986

AUG 5 4 13 PM '91

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;

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Document 29976

- (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) (i) 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,

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 ATrademarks and Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
SUNDAY HOUSE	8/17/71	U.S. 918,639
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 FARM	2/21/84	U.S. 1,268,094
SUN VALLEY	11/26/85	U.S. 1,372,830
HILLCREST FARMS	4/5/88	U.S. 1,483,691
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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Document 30058

149888  
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SECY OF TEXAS