

08-09-2000

SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents 101426559

attached original documents or copy thereof.

1. Name of conveying party(ies):

IBJ Whitehall Bank + Trust Company
(f/k/a IBJ Schroder Bank + Trust
7-17-00 Company)

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

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

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

Name: KinereX Foods Corporation

Internal Address: _____

Street Address: 50 Charles Lindbergh Blvd.

City: Uniondale State: NY ZIP: 11553

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- 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 Release of Assignment
- Merger
- Change of Name

Execution Date: June 30, 2000

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

A. Trademark Application No.(s)

See "Exhibit A"

B. Trademark registration No.(s)

See "Exhibit A"

Additional numbers attached? Yes No

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

Return To 12300 - 3
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/08/2000 MTHQ11 00000173 73115315

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

Benjamin Malig
Name of Person Signing

[Signature]
Signature

7/7/00
Date

Total number of pages comprising cover sheet: 10

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK

TRADEMARKSLIST OF TRADEMARK REGISTRATIONS
KINERET FOODS CORPORATION**A. U.S. REGISTRATIONS**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CHALL-ETTES	1,087,419	03/14/78
KINERET & DESIGN	1,488,691	05/17/88
KINERET KOSHER & DESIGN	1,132,304	04/01/80
KOSHERIFIC & DESIGN	1,359,444	09/10/85
KOSHERIFIC & DESIGN	1,362,222	09/24/85

B. FOREIGN REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
KINERET KOSHER & DESIGN	1,169,261	02/05/82	U.K.

10-04+1999



101139719

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

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

5-21-99

<p>1. Name of conveying party(ies):</p> <p>Kineret Foods Corporation 50 Charles Lindberg Boulevard Uniondale, New York 11553</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation – State <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>IBJ Whitehall Bank & Trust Company, as Agent One State Street New York, New York 10004</p> <p style="text-align: right; font-size: small;">RECEIVED MAY 21 1999 ASSIGNMENT SECTION U.S. PATENT & TRADEMARK OFFICE</p> <p style="text-align: right; font-size: x-large;">140E</p> <p style="text-align: right; font-size: x-large;">NO SPEC FEE</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date:</p> <p style="text-align: center;">_____ May 18, 1999 _____</p>	

Certificate of Mailing - 37 CFR 1.8(a)

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231, on the date below.

Date	Alice Shih
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05/25/1999 MTHA11 00000142 1087419

01 FC:481	40.00 DP
02 FC:482	100.00 DP

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

A. Trademark Application No.(s)
see attached schedule

B. Registration No.(s)
see attached schedule

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

Alice L. Shih, Esq.
Nixon, Hargrave, Devans & Doyle LLP
437 Madison Avenue
New York, New York 10022

6. Total number of applications and registrations
Involved: 5

7. Total fee (37 CFR 3.41) \$140.00

Previously paid (see original transmittal)

A check in the amount of \$140.00 is
enclosed.

8. Deposit Account Number: 14-1138

Charge total fee to account.

Charge any additional fees to account.

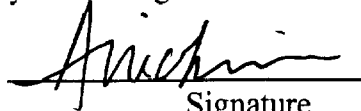
A duplicate copy of this cover sheet
is enclosed.

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.

By: Alice L. Shih, Esq.
Name of Person Signing


Signature

May 18, 1999

Date

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

**NOTICE OF RELEASE OF ASSIGNMENT
FOR SECURITY IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, IBJ WHITEHALL BANK & TRUST COMPANY, formerly known as IBJ SCHRODER BANK & TRUST COMPANY, as Administrative Agent ("Releasing Party"), hereby expressly acknowledges the termination and release of all its right, title and interest, including any collateral assignment or security interest, in and to all the trademarks, service marks, trademark registrations, service mark registrations and applications for registration ("Trademarks") owned by KINERET FOODS CORPORATION ("Trademarks Owner"), specifically those identified on **Exhibit A** and requests that such termination and release be made of record in the United States Patent and Trademark Office and indexed against the United States trademarks, service marks, trademark registrations, service mark registrations and applications for registration thereof set forth on said **Exhibit A**. Releasing Party's interest in Trademarks Owner's Trademarks, such interest to be terminated by this notice of release, is evidenced by the Notice of Recordation of Assignment Document which indicates that a security interest in the trademarks identified in **Exhibit A** was recorded with the United States Patent & Trademark Office on May 21, 1999 at Reel/Frame 001939/0366.

**IBJ WHITEHALL BANK & TRUST
COMPANY, as Administrative Agent**

By: CLV
Name: Christian L. Vanni
Title: Associate

Date: June 30 2000

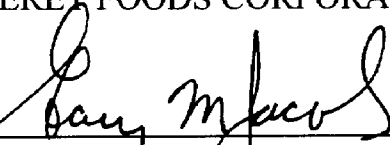
MEMORANDUM OF SECURITY AGREEMENT - TRADEMARKS

Pursuant to a Security Agreement, dated as of May 18, 1999 (the "Security Agreement"), made by the undersigned, located at 50 Charles Lindbergh Blvd., Uniondale, New York 11553, the undersigned has granted to IBJ Whitehall Bank & Trust Company, located at One State Street, New York, New York, 10004, as agent (the "Agent") a continuing security interest in, and a continuing lien upon, among other Collateral (as defined in the Security Agreement), (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency or the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, all trademarks listed in the Schedule annexed hereto (the "Trademarks") and (b) all renewals and proceeds (including accounts receivable and royalties) thereof.

The Agent's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: May 18, 1999

KINERET FOODS CORPORATION, INC.

By: 
Name: Gary M. Jacobs
Title: Secretary

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