

08-17-2000

DEPARTMENT OF COMMERCE

RECORDED

Patent and Trademark Office
Docket No. 07555000007

101435479

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

1. Name of conveying party(ies):

Shamrock Foods Company

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

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: **June 22, 2000**

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

Name: **John Hancock Life Insurance Company,**
acting in its capacity as Collateral Agent

Internal Address:

Street Address: **Investment Law T-50, Law Dept.**
200 Clarendon StreetCity: **Boston** State: **Massachusetts** ZIP: **02117**

- Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: **Massachusetts**
 Other: _____

Additional name(s) & address(es) attached? Yes No

4.A. Trademark Application No.(s)

B. Registration No.(s)

1,618,160	1,761,602	1,932,926	2,313,683
1,625,386	1,826,743	2,011,418	2,315,949
1,629,594	1,846,288	2,184,191	
1,729,605	1,848,810	2,229,165	
1,730,477	1,859,814	2,292,306	
1,760,897	1,922,298	2,292,305	
1,761,590	1,922,299	2,305,634	

Additional numbers attached? * Yes No

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

Charlotte Y. Chen
Legal Assistant
Morrison & Foerster LLP
555 West Fifth Street
Suite 3500
Los Angeles, California 90013-1024

6. Total number of applications and trademark registrations involved: **23**7. Total fee (37 C.F.R. § 3.41): **\$590.00**

- Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket _____

8. Deposit account number: **03-1952**The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to **Deposit Account No. 03-1952****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.

Name: **Donna Zenor, Esq.**

Signature

7/25/00
Date

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

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

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

08/16/2000 MTHA11 00000113 1618160

01 FC=481 40.00 OP
 02 FC=188 550.00 OP
 14401464

TRADEMARK
REEL: 002121 FRAME: 0462

SUPPLEMENTAL SECURITY AGREEMENT
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 22nd day of June, 2000 by and between SHAMROCK FOODS COMPANY, an Arizona corporation (the "Company"), and JOHN HANCOCK LIFE INSURANCE COMPANY, acting in its capacity as "Collateral Agent" for the benefit of the Noteholders (as defined below) under that certain Collateral Agency Agreement dated of even date herewith by and among the Collateral Agent and the initial purchasers of the Notes (as defined below) (in such capacity, the "Collateral Agent").

RECITALS

A. The Company is a co-issuer of certain promissory notes (the "Notes") pursuant to that certain Note Purchase Agreement dated as of even date herewith by and among the Company, the other co-issuers, the initial purchasers of such promissory notes and the Collateral Agent. As collateral security for the obligation of the Company and the other co-issuers to repay the Notes, the Company has granted to the Collateral Agent a security interest in certain property of the Company, including, without limitation, certain intellectual property pursuant to a Security Agreement of even date herewith (the "Security Agreement").

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. The Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Personal Property Collateral described therein includes, without limitation, all of the Company's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and other source, product and business identifiers pertaining to the products, services and business of the Company, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Collateral Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing other than licenses under which

the Company is the licensee and the license prohibits the Company from granting a security interest in its rights thereunder, unless the licensor has consented to such security interest in writing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Company or the Collateral Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, the Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by the Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Collateral Agent in writing of any additional trademarks registered with the PTO of which the Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Collateral Agent under the Security Agreement and this Supplemental Trademark Agreement and under the Intercreditor Agreement dated as of June 15, 2000 between the Collateral Agent and Bank of America, N.A. (the "Intercreditor Agreement"), it is the intention of the parties hereto that the Company continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations (as defined in the Note Purchase Agreement), the rights of the Collateral Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Personal Property Collateral for all purposes of the Security Agreement and the other Credit Documents and the Collateral Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Personal Property Collateral subject, in the case of the Trademark Collateral, to the Intercreditor Agreement. Reference is hereby

made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

EXECUTED as of the day and year first above written.

SHAMROCK FOODS COMPANY, an Arizona corporation

By: Norman P. McClelland
Name: Norman P. McClelland
Title: Chairman

JOHN HANCOCK LIFE INSURANCE COMPANY,
as Collateral Agent

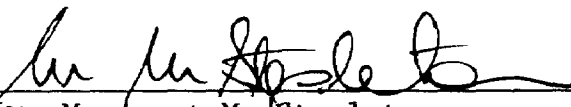
By: _____
Name: _____
Title: _____

EXECUTED as of the day and year first above written.

SHAMROCK FOODS COMPANY, an Arizona corporation

By: _____
Name: _____
Title: _____

JOHN HANCOCK LIFE INSURANCE COMPANY,
as Collateral Agent

By:  _____
Name: Margaret M. Stapleton
Title: Senior Managing Director

**Description of Trademark Registrations
(As of June 22, 2000)**

Registration Number	Issue Date	Trademark Name	Trademark Description
1,618,160	10-16-90	SHAMROCK FOODS COMPANY	Word Mark (Class 42)
1,625,386	11-27-90	SHAMROCK	Word Mark (Class 42)
1,629,594	12-25-90	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 42)
1,729,605	11-3-92	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,730,477	11-10-92	Design	Split Leaf Shamrock Design (Class 1 & 30)
1,760,897	3-30-93	SHAMROCK FOODS and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3)
1,761,590	3-30-93	SHAMROCK FOODS COMPANY and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 31)
1,761,602	3-30-93	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 32)
1,826,743	3-15-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 3 & 5)
1,846,288	7-19-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29)
1,848,810	8-9-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 2, 29 & 30)
1,859,814	10-25-94	SHAMROCK and Design	Split Leaf Shamrock Design plus words, letters and/or numbers (Class 29 & 30)
1,922,298	9-26-95	SHAMROCK FARMS	Word Mark (Class 30)
1,922,299	9-26-95	Design	Design of Snowman with Popsicle (Class 30)
1,932,926	11-7-95	Design	Design of Cow (Class 30)
2,011,418	10-29-96	Design	Design of Partial Cow (Class 30)
2,184,191	8-25-98	XTREME	Word Mark (Class 29)
2,229,165	3-2-99	TRIFOGLIO	Word Mark (Class 30)

Registration Number	Issue Date	Trademark Name	Trademark Description
2,292,306	11-16-99	RATTLE SHAKE	Word Mark (Class 29)
2,292,305	11-16-99	RATTLE SHAKE and Design	Design plus words, letters and /or numbers (Class 29)
2,305,634	1-4-00	TRIFOGLIO	Word Mark (Class 29)
2,313,683	2-1-00	Design	Design of Milk Splash (Class 29)
2,315,949	2-8-00	MMMMILK and Design	Design of Milk Splash plus words, letters, and/or numbers (Class 29)