

08-23-2000

U.S. DEPARTMENT OF COMMERCE



EET

Patent and Trademark Office  
Docket No. 07555000006

101439505

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

MEP 7-27-00

1. Name of conveying party(ies):  
**Boston Lamb & Veal Co., Inc.**

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

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

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 Street**

City: **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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement     Change of Name  
 Other: **Indication of agent's status of the receiving party for**  
**previous assignment recordation, reel/frame:**  
**002080/0240**

Execution Date: **June 15, 2000**

4.A. Trademark Application No.(s)      B. Registration No.(s)

**1,753,466**  
**2,145,388**

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: **2**

7. Total fee (37 C.F.R. § 3.41): **\$65.00**

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket : \_\_\_\_\_

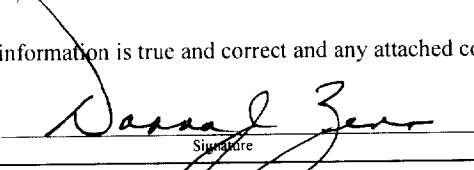
8. Deposit account number: **03-1952**

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.**            **7/27/00**  
Signature      Date

Total number of pages comprising cover sheet, attachments and document: **8**

08/22/2000 NTHA11 00000157 1753466

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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

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

## SUPPLEMENTAL SECURITY AGREEMENT

(Trademarks--Boston Lamb & Veal Co., Inc.)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated this 15th day of June, 2000 by and between BOSTON LAMB & VEAL CO. INC., a Massachusetts 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.

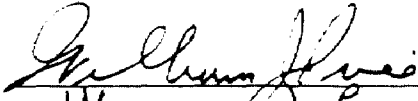
3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Collateral Agent under the Security Agreement and this Supplemental Trademark Agreement and under the Intercreditor Agreement dated as of June 15, 2000 between the Collateral Agent and Harris Trust and Savings Bank (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.

5. Counterparts This Supplemental Trademark Agreement may be executed in counterparts all of which taken together shall constitute one and the same document.

EXECUTED as of the day and year first above written.

BOSTON LAMB & VEAL CO., INC.,  
a Massachusetts corporation

By:   
Name: William J. Parker  
Title: SECRETARY

JOHN HANCOCK LIFE INSURANCE COMPANY,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

5. Counterparts This Supplemental Trademark Agreement may be executed in counterparts all of which taken together shall constitute one and the same document.

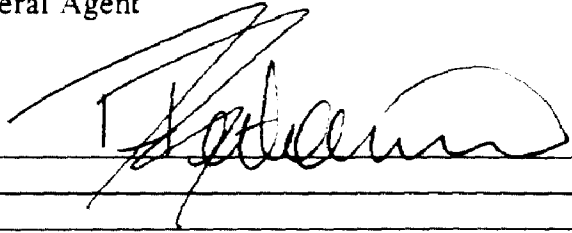
EXECUTED as of the day and year first above written.

BOSTON VEAL & LAMB CO., INC.,  
a Massachusetts corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JOHN HANCOCK LIFE INSURANCE COMPANY,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Description of Trademarks**  
**(As of June 15, 2000)**

<b>Trademark Name</b>	<b>Registration Number/ Registration Date</b>
1. Boston Lamb and Veal Co. (service mark)	Reg. No. 1,753,466 Serial No. 74-286,754 February 16, 1993
2. Country Meadow (trademark)	Reg. No. 2,145,388 Serial No. 75-139,041 March 17, 1998