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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

Tab settings

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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):

VF Brands, Inc.

- 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: Morgan Guaranty Trust Company of New York, as Administrative Agent and Internal Address: Collateral Agent

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10260

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

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 Supplemental Security Agreement
- Merger
- Change of Name

Execution Date: 8-9-00

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

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name: J. Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/18/2000 JIALLAR2 00000138 75854024

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01 FC:401 40.00 OP
02 FC:402 125.00 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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

8-18-00
Date

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

Trademarks

TRADEMARK	COUNTRY	REG. NO./ (APP. NO)	REG. DATE/ (APP. DATE)	RECORD OWNER	STATUS/ COMMENTS
GRILL CLASSICS	United States	(75/854,024)	(11/19/1999)	VF Brands, Inc.	Pending
STACKERS	United States	(75/637,530)	(2/10/1999)	VF Brands, Inc.	Pending
THAT'S THE BEST PICKLE I EVER HAD	United States	(75/787,113)	(8/27/1999)	VF Brands, Inc.	Pending
VLASIC FARMS & DESIGN	United States	(75/819,346)	(10/12/1999)	VF Brands, Inc.	Pending
VLASIC & DESIGN (LOGO)	United States	(75/680,986)	(4/12/1999)	VF Brands, Inc.	Pending
VLASIC FARMS FRESH WHOLE MUSHROOMS FRESHEST TASTE FINEST QUALITY	United States	(75/819,346)	(10/12/1999)	VF Brands, Inc.	Pending
YOUR SANDWICH'S BEST FRIEND	United States			VF Brands, Inc.	Unfiled Common Law Mark

**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)**

WHEREAS, VF BRANDS, INC., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined herein and as defined in the Original Trademark Security Agreement (defined below));

WHEREAS, Vlastic Foods International Inc. (the "**Company**"), the Banks party thereto, The Chase Manhattan Bank, as Syndication Agent, and Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent, are parties to an Amended and Restated Credit Agreement dated as of September 30, 1998 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of a Subsidiary Guaranty Agreement dated as of September 30, 1998, the Lien Grantor has guaranteed, subject to certain limitations, certain obligations of Vlastic Foods International Inc. (such guarantee being herein referred to as the Lien Grantor's "**Guaranty**"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1998 (as such agreement may be amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded assets) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined herein and as defined in the Original Trademark Security Agreement (defined below)), whether now owned or existing or hereafter acquired or arising, to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Lien Grantor pursuant to a Trademark Security Agreement dated as of October 7, 1998 (the "**Original Trademark Security Agreement**") has granted to the Grantee, a continuing security interest in Trademark Collateral (as defined therein and identified on Schedule 1 thereof);

WHEREAS, subsequent to the entering into and recordation of the Original Trademark Security Agreement, the Lien Grantor has acquired additional Trademark Collateral (as defined below), and pursuant to its obligations under Section 5(d) of the Security Agreement, the Lien Grantor is entering into this Supplemental Trademark Security Agreement in order to grant to the Grantee security interests in Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Lien Grantor's Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as

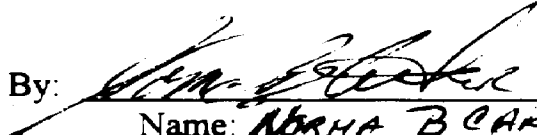
any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Supplemental Trademark Security Agreement and to accomplish the purposes hereof.


Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Supplemental Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 6th day of August, 2000.


VF BRANDS, INC.

By: 
Name: NORMA B CARTER
Title: Vice President and Secretary

By: 
Name: Joseph Adler
Title: Vice President

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: 
Name:
Title:

STATE OF New Jersey)
) ss.:
COUNTY OF Camden)

I, Joy A. Kelly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Norma B. Carter & Joseph Adlor Vice Presidents of VF BRANDS, INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Presidents, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 9th day of August, 2000.

[Seal]

Joy A. Kelly
Signature of notary public
My Commission expires May 1, 2003

JOY A. KELLY
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MAY 1, 2003

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YOUR SANDWICH'S BEST FRIEND	United States			VF Brands, Inc.	Unfiled Common Law Mark