

09-21-2000



101464333

MSD  
9.1.00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Giorgifred Company

06/29/00

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name First Union National Bank

DBA/AK/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 600 Penn Street

Address (line 2) P.O. Box 1102

Address (line 3) Reading

PA

19603

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization North Carolina

09/20/2000 ANMED1 00000009 0319998

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 00  
350.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002142 FRAME: 0962

**Domestic Representative Name and Address**

Enter for the first Receiver Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="0319,998"/>	<input type="text" value="1,966,499"/>	<input type="text" value="1,982,408"/>
<input type="text" value="0531,720"/>	<input type="text" value="1,315,950"/>	<input type="text" value="1,487,656"/>
<input type="text" value="1,763,080"/>	<input type="text" value="1,954,670"/>	<input type="text" value="1,183,132"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

James R. Fegley, Esquire

Name of Person Signing



Signature

8-28-00

Date Signed

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

## Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

## Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

## Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

### Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

### Registration Number(s)

1,566,169	<input type="text"/>	<input type="text"/>
2,230,769	<input type="text"/>	<input type="text"/>
2,226,240	<input type="text"/>	<input type="text"/>
1,584,939	<input type="text"/>	<input type="text"/>
1,586,980	<input type="text"/>	<input type="text"/>
2,319,741	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

# TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made this 29<sup>th</sup> day of June, 2000 by and between GIORGIFRED COMPANY, a Delaware investment company having a mailing address at P.O. Box 96, Temple, Berks County, Pennsylvania 19560 ("Assignor"), and FIRST UNION NATIONAL BANK, a national banking association, having a mailing address at 600 Penn Street, P.O. Box 1102, Reading, Berks County, Pennsylvania 19603 ("Lender").

## BACKGROUND

Assignor has, from time to time, obtained certain credit accommodations from the Lender (or the predecessors in interest of the Lender), either as a borrower or as a surety, including, but not limited to, the following:

(a) a Fifteen Million Dollar (\$15,000,000.00) maximum principal amount Line of Credit dated July 13, 1999 (as amended), to Giorgio Foods, Inc., as to which the Assignor is a surety, and

(b) a Twenty-Two Million One Hundred Twenty-Six Thousand Five Hundred Sixty-Eight Dollar (\$22,126,568.00) maximum amount facility to a borrower group including the Assignor, dated even date herewith, for the issuance to an indenture trustee of (a) \$12,818,879.45 Direct Pay Letter of Credit to support the issuance of Taxable Variable Rate Revenue Bonds and (b) \$9,307,689.04 Direct Pay Letter of Credit to support the issuance of Tax-Exempt Variable Rate Revenue Bonds, such bonds to be issued by the

Berks County Industrial Development Authority for the benefit of Giorgi Mushroom Company and Ontelaunee Farms, Inc.

In addition, pursuant to the aforesaid documents and instruments, Assignor has executed and delivered to Lender certain suretyships, security agreements, financing statements and other documentation (all of the aforementioned instruments, agreements and documentation, hereinafter individually and collectively, as amended from time to time, the "Loan Documentation"). In order to induce the Lender to execute and deliver the Loan Documentation and provide credit, Assignor has agreed to again assign to Lender certain trademark rights, as is hereinafter set forth. Pursuant to this Agreement and the Loan Documentation, Lender shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under any of the Loan Documentation and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Default occurs), in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Assignor to Lender (the "Liabilities"), including, but not limited to, all sums owing to Lender pursuant to the Loan Documentation, Assignor hereby grants,

assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. Assignor covenants and warrants that:

- (a) To the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) To the best of Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) To the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without

limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plant and facilities which manufacture, inspect and/or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours after the giving of reasonable prior notice to Assignor. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with Subparagraph 2(g) above.

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably withheld by Lender.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Documentation), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender; provided, however, that as concerns any sublicense, the consent of the Lender will not be unreasonably withheld.

8. If any Event of Default (as defined in the Loan Documentation) shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in Paragraph 7 above, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and



without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Reading, Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Documentation or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Lender in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Documentation.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Documentation, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor

hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documentation shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documentation, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 above.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

21. The within Trademark Collateral Assignment and Security Agreement shall be in addition to and shall not replace the previous Trademark Security Agreements dated as of April 30, 1991, and recorded in the U.S. Patent and Trademark Office on April 30, 1991 to Reel/Frame 789/346, and dated as of January 30, 1991 and recorded in the U.S. Patent and Trademark Office on June 17, 1991 to Reel/Frame 793/692, for the benefit of Meridian Bank, predecessor in interest to the Lender, which shall remain in full force and effect.

WITNESS the execution hereof, under seal, as of the day and year first above written.

ASSIGNOR:  
GIORGIFRED COMPANY

By: John M. Majewski  
Name:  
Title: PRESIDENT

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Name:  
Title:

LENDER:

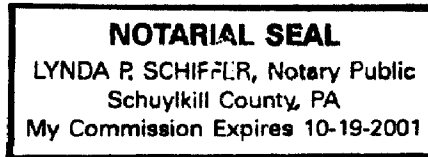
FIRST UNION NATIONAL BANK

By: Barbara N. Patton  
Name:  
Title: S.R. P.M.

COMMONWEALTH OF PENNSYLVANIA :  
:SS  
COUNTY OF BERKS :

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 29th day of June, 2000, personally appeared John M. Majewski to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Giorgifred Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

Lynda P. Schiffler  
Notary Public  
My Commission Expires:



SCHEDULE "A" TO A TRADEMARK COLLATERAL ASSIGNMENT

SEE ATTACHMENT CONSISTING OF 12 PAGES

0044-0417/90499

# *Dawn Fresh*

**DAWN FRESH****Status:** RENEWED**Goods/Services:**

U.S. Class: 46 (Int'l. Class: 29)

CANNED MUSHROOMS.

**First Use:** JUNE 25, 1934**In Commerce:** JUNE 25, 1934**Registration No.:** 319,998**Registered:** DECEMBER 18, 1934**Renewed:** DECEMBER 18, 1994 (10 YRS)**Serial No.:** 71-354770**Filed:** AUGUST 8, 1934**Published:** OCTOBER 9, 1934

**Disclaimer:** NO CLAIM IS MADE TO THE WORD FRESH APART FROM THE MARK AS SHOWN, ALTHOUGH APPLICANT WAIVES NO COMMON LAW RIGHTS TO THE SAME.

**Affidavits:** 8 & 15

**Correspondent:** DEBORAH E. BOUCHOUX  
POPHAM HULK SCHNOBRICH & KAUFMAN, LTD.  
655 15TH ST., N.W., SUITE 800  
WASHINGTON, DC 20005

**Owner:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY )  
P. O. BOX 96  
TEMPLE, PA 19560

**Registrant:** MICHIGAN MUSHROOM COMPANY, (MI CORP.)  
DENVER, CO



# Dawn Fresh

**DAWN FRESH**

**Status:** RENEWED

**Goods/Services:**

**U.S. Class:** 46 (**Int'l. Class:** 29, 30)

[ FRESH MUSHROOMS, CANNED MUSHROOMS, FRESH ASPARAGUS, CANNED VEGETABLES, CANNED PEACHES, CANNED SOUPS, AND ] CANNED MUSHROOM SAUCE WITH SLICED MUSHROOMS.

**First Use:** 1932

**In Commerce:** 1932

**Registration No.:** 531,720

**Registered:** OCTOBER 10, 1950

**Renewed:** OCTOBER 10, 1990 (10 YRS)

**Serial No.:** 71-572368

**Filed:** JANUARY 18, 1949

**Published:** MAY 23, 1950

**Add'l. U.S. Reg. No(s):** 319,998, 382,228.

**Disclaimer:** NO EXCLUSIVE CLAIM IS MADE TO THE WORD "FRESH" APART FROM THE MARK AS SHOWN IN THE DRAWING.

**Affidavits:** 8 & 15

**Correspondent:** CAROL L.B. MATTHEWS  
POPHAM HAIK SCHNOBRICH & KAUFMAN  
655 15TH STREET, N.W.  
SUITE 800  
WASHINGTON, DC 20005-5701

**Owner:** GIORGIFRED COMPANY, (DE CORP.)  
P.O. BOX 8841  
WILMINGTON, DE 19899

**Registrant:** MICHIGAN MUSHROOM CO., (MI CORP.)  
NILES, MI

**Assignment:**

**Assignee:** MERIDIAN BANK, (PA. BANK AND TRUST COMPANY)  
35 NORTH SIXTH STREET  
READING, PA

**Assignor:** GIORGIFRED COMPANY, (DE CORP.)

**Recorded:** JUNE 17, 1991

**Assigned:** JANUARY 30, 1991

**Reel/Frame:** 793/692

**Action:** SECURITY INTEREST

**Assignee:** GIORGIFRED COMPANY, (DE AN INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, 2ND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801

**Assignor:** GIORGIO FOODS, INC., (PA CORP.) TEMPLE, PA

**Recorded:** APRIL 30, 1991

**Assigned:** APRIL 30, 1991

**Reel/Frame:** 789/346

**Action:** NUNC PRO TUNC, SEPTEMBER 15, 1989

**DAWN FRESH**

F-8

**DAWN FRESH**

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 30 (**U.S. Class:** 46)

CANNED MUSHROOM STEAK SAUCE AND CANNED BROWN GRAVY.

**First Use:** JUNE 25, 1934

**In Commerce:** JUNE 25, 1934

**Registration No.:** 1,763,080

**Registered:** APRIL 6, 1993

**Serial No.:** 74-101741

**Filed:** OCTOBER 1, 1990

**Published:** MAY 19, 1992

**Add'l. U.S. Reg. No(s):** 319,998, 531,720, 610,007.

**Affidavits:** 8 & 15 JULY 6, 1999

**Correspondent:** B PARKER LIVINGSTON JR

DOANE SWECKER & MATHIS LLP

PO BOX 1404

ALEXANDRIA VA 22313-1404

**Registrant:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY )

900 MARKET STREET, SUITE 200

WILMINGTON, DE 19801

**DAWN FRESH****DAWN FRESH****Status:** REGISTERED**Goods/Services:****Int'l. Class:** 30 (**U.S. Class:** 46)

CANNED MUSHROOM STEAK SAUCE AND CANNED BROWN GRAVY.

**First Use:** AUGUST 1, 1985**In Commerce:** AUGUST 1, 1985**Registration No.:** 1,966,499**Registered:** APRIL 9, 1996**Serial No.:** 74-622976**Filed:** JANUARY 19, 1995**Published:** JANUARY 16, 1996**Add'l. U.S. Reg. No(s):** 610,007, 1,763,080.**Disclaimer:** "FRESH".**Correspondent:** B. PARKER LIVINGSTON, JR.  
POPHAM HAIK SCHNOBRICH & KAUFMAN  
SUITE 800  
655 FIFTEENTH STREET, N.W.  
WASHINGTON, D.C. 20005**Registrant:** GIORGIFRED COMPANY, (DE CORP.)  
P.O. BOX 96  
TEMPLE, PA 19560



**DAWN FRESH**

F-12

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 29 (**U.S. Class:** 46)

CANNED AND BOTTLED MUSHROOMS.

**First Use:** AUGUST 1, 1985

**In Commerce:** AUGUST 1, 1985

**Registration No.:** 1,954,670

**Registered:** FEBRUARY 6, 1996

**Serial No.:** 74-622982

**Filed:** JANUARY 19, 1995

**Published:** NOVEMBER 14, 1995

**Add'l. U.S. Reg. No(s):** 319,998, 531,720, 1,315,950.

**Disclaimer:** "FRESH".

**Correspondent:** B. PARKER LIVINGSTON, JR.

POPHAM HAIK SCHNOBRICH & KAUFMAN

SUITE 800

655 FIFTEENTH STREET, N.W.

WASHINGTON, D.C. 20005

**Registrant:** GIORGIFRED COMPANY, (DE CORP.)

P.O. BOX 96

TEMPLE, PA 19560

**MAKING GREAT TASTE A  
LITTLE EASIER.**

**MAKING GREAT TASTE A LITTLE EASIER.**

F-13

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 29 (**U.S. Class:** 46)

FROZEN BREADED VEGETABLES, NAMELY MUSHROOMS,  
BROCCOLI, CAULIFLOWER, ZUCCHINI AND OKRA; AND FROZEN  
MUSHROOMS.

**First Use:** OCTOBER 26, 1987

**In Commerce:** JULY 18, 1988

**Registration No.:** 1,982,408

**Registered:** JUNE 25, 1996

**Serial No.:** 74-684113

**Filed:** JUNE 5, 1995

**Published:** APRIL 2, 1996

**Correspondent:** DEBORAH E. BOUCHOUX

SUITE 800

655 FIFTEENTH STREET, N. W.

WASHINGTON, DC 20005

**Registrant:** GIORGIFRED COMPANY, (DE CORP.)

P.O. BOX 96

TEMPLE, PA 19560

**GIORGIO**

F-4

**GIORGIO**

**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 29 (**U.S. Class:** 46)

CANNED, BOTTLED, FROZEN, MARINATED AND PICKLED MUSHROOMS; MUSHROOM AND VEGETABLE SALADS; FROZEN AND BREADED VEGETABLES, NAMELY, MUSHROOMS, CAULIFLOWER, ZUCCHINI, BROCCOLI AND ONIONS; AND FROZEN AND BREADED CHEESES AND IMITATION SEAFOOD MADE OF SOY PROTEIN.

**First Use:** JULY 1, 1963

**In Commerce:** JULY 1, 1963

**Int'l. Class:** 30 (**U.S. Class:** 46)

CANNED AND FROZEN SAUCES, NAMELY, CANNED MUSHROOM STEAK SAUCE AND FROZEN MUSHROOM GRAVIES.

**First Use:** 1974

**In Commerce:** 1974

**Registration No.:** 1,487,656

**Registered:** MAY 10, 1988

**Serial No.:** 73-639536

**Filed:** JANUARY 6, 1987

**Published:** FEBRUARY 16, 1988

**Add'l. U.S. Reg. No(s):** 1,183,132.

**Translation:** THE ENGLISH TRANSLATION OF THE WORD "GIORGIO" IN THE MARK IS "GEORGE". GEORGE.

**Affidavits:** 8 & 15 MARCH 11, 1994

**Correspondent:** B. PARKER LIVINGSTON, JR.

BASSAM N. IBRAHIM  
1225 EYE STREET, N.W., SUITE 1000  
WASHINGTON, DC 20005

**Owner:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY)

P.O. BOX 8841  
WILMINGTON, DE 19899

**Registrant:** GIORGIO FOODS, INC., (PA CORP.)  
TEMPLE, PA

**Assignment:**

**Assignee:** MERIDIAN BANK, (PA. BANK AND TRUST COMPANY)  
35 NORTH SIXTH STREET  
READING, PA

**Assignor:** GIORGIFRED COMPANY, (DE CORP.)

**Recorded:** JUNE 17, 1991

**Assigned:** JANUARY 30, 1991

**Reel/Frame:** 793/692

**Action:** SECURITY INTEREST

---

**GIORGIO**  
(Continued)

**Assignee:** GIORGIFRED COMPANY, (DE AN INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, 2ND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801

**Assignor:** GIORGIO FOODS, INC., (PA CORP.) TEMPLE, PA

**Recorded:** APRIL 30, 1991

**Assigned:** APRIL 30, 1991

**Reel/Frame:** 789/346

**Action:** NUNC PRO TUNC, SEPTEMBER 15, 1989



GIORGIO

Status: REGISTERED

**Goods/Services:****Int'l. Class:** 29 (**U.S. Class:** 46)

CANNED, BOTTLED, FROZEN, MARINATED AND PICKLED  
MUSHROOMS; MUSHROOM AND VEGETABLE SALADS; FROZEN  
AND BREADED VEGETABLES, NAMELY, MUSHROOMS,  
CAULIFLOWER, ZUCCHINI, BROCCOLI AND ONIONS; AND FROZEN  
AND BREADED CHEESES AND IMITATION SEAFOOD MADE OF SOY  
PROTEIN.

**First Use:** OCTOBER, 1986**In Commerce:** JANUARY, 1987**Registration No.:** 1,566,169**Registered:** NOVEMBER 14, 1989**Serial No.:** 73-782499**Filed:** FEBRUARY 23, 1989**Published:** AUGUST 22, 1989**Add'l. U.S. Reg. No(s):** 1,183,132, 1,487,656.

**Translation:** THE ENGLISH TRANSLATION OF THE WORD "GIORGIO" IN  
THE MARK IS "GEORGE".

**Affidavits:** 8 & 15 FEBRUARY 9, 1996

**Correspondent:** DEBORAH E. BOUCHOUX  
POPHAM HAIK SCHNOBRICH & KAUFMAN, LTD.  
655 15TH STREET, N.W.  
SUITE 800  
WASHINGTON, DC 20005

**Owner:** GIORGIFRED COMPANY, (DE FOUNDATION)  
P.O. BOX 96  
TEMPLE, PA 19560

**Registrant:** GIORGIO FOODS, INC., (PA CORP.)  
TEMPLE, PA

**Assignment:**

**Assignee:** MERIDIAN BANK, (PA. BANK AND TRUST COMPANY)  
35 NORTH SIXTH STREET  
READING, PA

**Assignor:** GIORGIFRED COMPANY, (DE CORP.)**Recorded:** JUNE 17, 1991**Assigned:** JANUARY 30, 1991**Reel/Frame:** 793/692**Action:** SECURITY INTEREST

**GIORGIO****Status:** REGISTERED**Goods/Services:****Int'l. Class:** 30 (**U.S. Class:** 46)

CANNED, BOTTLED AND FROZEN SAUCES, NAMELY, MUSHROOM STEAK SAUCE, MUSHROOM BASED SAUCES, AND MUSHROOM GRAVIES.

**First Use:** FEBRUARY, 1990**In Commerce:** FEBRUARY, 1990**Registration No.:** 2,230,769**Registered:** MARCH 9, 1999**Serial No.:** 75-454525**Filed:** MARCH 23, 1998**Published:** DECEMBER 15, 1998**Add'l. U.S. Reg. No(s).:** 1,183,132.**Translation:** THE MARK TRANSLATES AS "GEORGE".**Additional Info.:** INTENT TO USE - USE CLAIMED.**Correspondent:** B PARKER LIVINGSTON JR  
BURNS DOANE SWECKER & MATHIS LLP  
PO BOX 1404  
ALEXANDRIA VA 22313-1404**Registrant:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, SECOND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801**THE TASTY DISH TO  
TRY INSTEAD****THE TASTY DISH TO TRY INSTEAD****Status:** REGISTERED**Goods/Services:****Int'l. Class:** 30 (**U.S. Class:** 46)

PIEROGIES.

**First Use:** JULY, 1997**In Commerce:** JULY, 1997**Registration No.:** 2,226,240**Registered:** FEBRUARY 23, 1999**Serial No.:** 75-466324**Filed:** APRIL 10, 1998**Published:** DECEMBER 1, 1998**Correspondent:** B PARKER LIVINGSTON JR  
BURNS DOANE SWECKER & MATHIS LLP  
PO BOX 1404  
ALEXANDRIA VA 22313-1404**Registrant:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, SECOND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801



---

**GIORGIO**  
(Continued)

**Assignee:** GIORGIFRED COMPANY, (DE AN INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, 2ND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801

**Assignor:** GIORGIO FOODS, INC., (PA CORP.) TEMPLE, PA  
**Recorded:** APRIL 30, 1991      **Assigned:** APRIL 30, 1991  
**Reel/Frame:** 789/346  
**Action:** NUNC PRO TUNC, SEPTEMBER 15, 1989

---

**PENNSYLVANIA DUTCHMAN**

F-6

**Status:** RENEWED

**Goods/Services:**

**Int'l. Class:** 29 (**U.S. Class:** 46)  
CANNED AND BOTTLED MUSHROOMS.

**First Use:** JULY 19, 1956      **In Commerce:** JULY 19, 1956

**Registration No.:** 1,584,939      **Registered:** FEBRUARY 27, 1990

**Renewed:** FEBRUARY 27, 2000 (10 YRS)

**Serial No.:** 73-816303      **Filed:** AUGUST 1, 1989

**Published:** DECEMBER 5, 1989

**Affidavits:** 8 & 15

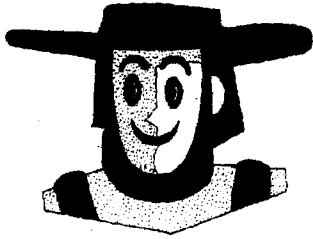
**Correspondent:** B. PARKER LIVINGSTON, JR.  
BURNS, DOANE, SWECKER & MATHIS, L.L.P.  
P.O. BOX 1404  
ALEXANDRIA, VA 22313-1404

**Owner:** GIORGIFRED COMPANY, (DE INVESTMENT COMPANY )  
P.O. BOX 8841  
WILMINGTON, DE 19899

**Registrant:** GIORGIO FOODS, INC., (PA CORP.)  
TEMPLE, PA

---

**Pennsylvania  
Dutchman**



**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 29 (**U.S. Class:** 46)

CANNED AND BOTTLED MUSHROOMS.

**First Use:** JULY 19, 1956

**In Commerce:** JULY 19, 1956

**Registration No.:** 1,586,980

**Registered:** MARCH 13, 1990

**Serial No.:** 73-816305

**Filed:** AUGUST 1, 1989

**Published:** DECEMBER 19, 1989

**Description:** THE STIPPLING WHICH APPEARS ON THE DRAWING IS A FEATURE OF THE MARK; IT INDICATES SHADING, AND DOES NOT INDICATE COLOR.

**Affidavits:** 8 & 15 MAY 30, 1996

**Correspondent:** DEBORAH E. BOUCHOUX  
POPHAM HAIK SCHNOBRICH & KAUFMAN, LTD.  
655 FIFTEENTH STREET, SUITE 800  
WASHINGTON, DC 20005

**Owner:** GIORGIFRED COMPANY, (DE CORP.)  
P.O. BOX 96  
TEMPLE, PA 19560

**Registrant:** GIORGIO FOODS, INC., (PA CORP.)  
TEMPLE, PA

**Assignment:**

**Assignee:** MERIDIAN BANK, (PA. BANK AND TRUST COMPANY)  
35 NORTH SIXTH STREET  
READING, PA

**Assignor:** GIORGIFRED COMPANY, (DE CORP.)

**Recorded:** JUNE 17, 1991

**Assigned:** JANUARY 30, 1991

**Reel/Frame:** 793/692

**Action:** SECURITY INTEREST

**Assignee:** GIORGIFRED COMPANY, (DE AN INVESTMENT COMPANY)  
DELAWARE TRUST BUILDING, 2ND FLOOR  
900 MARKET STREET  
WILMINGTON, DE 19801

**Assignor:** GIORGIO FOODS, INC., (PA CORP.) TEMPLE, PA

**Recorded:** APRIL 30, 1991

**Assigned:** APRIL 30, 1991

**Reel/Frame:** 789/346

**Action:** NUNC PRO TUNC, SEPTEMBER 15, 1989

**PENNSYLVANIA DUTCHMAN EUROPEAN STYLE  
MUSHROOMS ROOTS KEEP THEM FRESH LONGER.**



**Status:** REGISTERED

**Goods/Services:**

**Int'l. Class:** 31 (**U.S. Class:** 1, 46)

FRESH MUSHROOMS.

**First Use:** FEBRUARY 20, 1997

**In Commerce:** FEBRUARY 20, 1997

**Registration No.:** 2,319,741

**Registered:** FEBRUARY 15, 2000

**Serial No.:** 75-393639

**Filed:** NOVEMBER 20, 1997

**Published:** APRIL 20, 1999

**Disclaimer:** "EUROPEAN STYLE MUSHROOMS" AND "ROOTS KEEP THEM FRESH LONGER".

**Additional Info.:** INTENT TO USE - USE CLAIMED.

**Correspondent:** B PARKER LIVINGSTON JR  
BURNS DOANE SWECKER & MATHIS LLP  
PO BOX 1404  
ALEXANDRIA VA 22313-1404

**Registrant:** GIORGIFRED COMPANY, (DE CORP.)  
P.O. BOX 96  
TEMPLE, PA 19560