FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-26-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

9.26.00

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

Submission Type

- [X] 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
- [X] Other: Collateral Agreement

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Linden Oaks Corporation

Execution Date Month Day Year: 8 28 00

Formerly:

76110436

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Harris Trust and Savings Bank, as Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 111 West Monroe Street

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60690 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] 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.)*
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Illinois

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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:

Domestic Representative Name and Address

Enter for the first Receiving 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: Federal Research Corp.

Address (line 1): 400 Seventh St NW

Address (line 2): Suite 101

Address (line 3): Washington DC 20004

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)		
see attached Schedule A-1					

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

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.

Jane P. Miles	Jane P. Miles	9/22/00
Name of Person Signing	Signature	Date Signed

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.	FILING DATE
FLAVOR DESTINATIONS	76/110436	8/16/00

TRADEMARK COLLATERAL AGREEMENT

This 28 day of August, 2000, Linden Oaks Corporation, a Delaware corporation (*"Pledgor"*) with its principal place of business and mailing address at 103 Foulk Road, Suite 290, Wilmington, Delaware 19803, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 (*"Harris"*), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property dated as of September 23, 1998 between Pledgor and the Agent as amended from time to time (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LINDEN OAKS CORPORATION

By _____
Its President

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Its Vice President

TRADEMARK
REEL: 002146 FRAME: 0877

STATE OF New York)
) SS
COUNTY OF Monroe)

I, DAVID M. MEHALICK, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TIMOTHY BENJAMIN, PRESIDENT of Linden Oaks Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22nd day of August, 2000.

Notary Public

(NOTARIAL SEAL)
DAVID M. MEHALICK
Notary Public, State of New York
Monroe County
Commission Expires Sept. 30, 2000

DAVID M. MEHALICK
(Type or Print Name)

My Commission Expires:

September 30, 2000

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dianna D. Carr, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of September, 2000.

Monica Martella
Notary Public

(NOTARIAL SEAL)

OFFICIAL SEAL
MONICA MARTELLA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 13,2002

My Commission Expires:

(Type or Print Name)