



101510469

Tab settings =>>>

To the Honorable Commissioner of Patents a

101510469 the attached original documents or copy thereof.

1. Name of conveying party(ies): 101900  
 Home Market Foods, Inc.  
 11 Widett Circle  
 Boston, MA 02118

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: General Electric Capital Corporation  
 Internal Address: Lee Farm Corporate Park  
 Street Address: 83 Wooster Heights Road  
 City: Danbury State: CT ZIP: 06810

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

3. Nature of conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 5, 2000

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

4. Application Number(s) or registration number(s):  
 A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 400 Seventh Avenue, N.W., Suite 101  
 \_\_\_\_\_  
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: ..... 7

7. Total fee (37 CFR 3.41): ..... \$ 190<sup>00</sup>  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

11/07/2000 DBYRNE 00000104 2061730  
 00 FC:481 40.00 0P  
 02 FC:482 150.00 0P

**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*

Imole Ogowewo                      [Signature]                      October 16, 2000  
 Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 6

**SCHEDULE A**

Schedule A to a Trademark Assignment of Security dated October 5, 2000, by and between Home Market Foods, Inc. and General Electric Capital Corporation.

<b><u>REGISTRATION NO. OR APPLICATION NO.</u></b>	<b><u>REGISTRATION OR FILING DATE</u></b>	<b><u>MARK</u></b>
2,261,730	7/13/99	Home Market
1,671,900	1/14/92	Oriental Express
2,054,194	4/22/97	Sausagetizers
75/514,123	7/7/98	Rollerbites
2,357,473	6/13/2000	The Burgers You Eat Like Hot Dogs
1,597,714	5/22/90	Ja-Eat-Yet
76/121,134	9/1/2000	Cooked Perfect

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Home Market Foods, Inc., a corporation formed under the laws of Delaware, located at 11 Widett Circle, Boston, MA 02118 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to General Electric Capital Corporation ("Lender") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Lender, Borrower, Kentucky Backwoods, Inc. and the other credit parties named therein and (ii) a certain Trademark and Patent Security Agreement, dated as of October 29, 1999, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

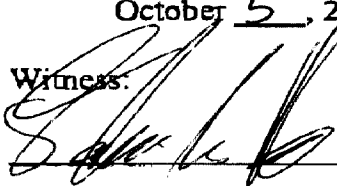
WHEREAS, pursuant to the Agreements, Borrower has granted or is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
October 5, 2000

Witness:

  
\_\_\_\_\_

HOME MARKET FOODS, INC.

By: 

Name: Wesley L. Atamian  
Its: President

Witness:

\_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_

Name: Martin Mahoney  
Its: Duly Authorized Signatory

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Home Market Foods, Inc., a corporation formed under the laws of Delaware, located at 11 Widett Circle, Boston, MA 02118 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to General Electric Capital Corporation ("Lender") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Lender, Borrower, Kentucky Backwoods, Inc. and the other credit parties named therein and (ii) a certain Trademark and Patent Security Agreement, dated as of October 29, 1999, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower has granted or is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

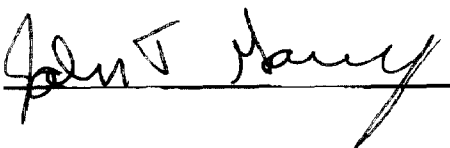
Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
October 5, 2000

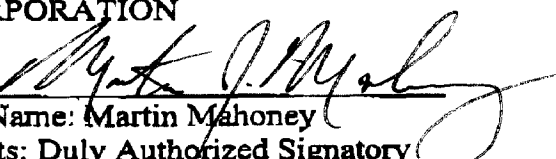
Witness:  
\_\_\_\_\_

HOME MARKET FOODS, INC.

By: \_\_\_\_\_  
Name: Wesley L. Atamian  
Its: President

Witness:  


GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: Martin Mahoney  
Its: Duly Authorized Signatory

*Mass*  
STATE OF NEW YORK )  
*Suffolk* ) ss.:  
COUNTY OF NEW YORK )

On this 5 day of October, 2000, before me personally came Wesley L. Atamian, to me known, who, being by me duly sworn, did depose and say that he is the President of Home Market Foods, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

*Bushara A. [Signature]*  
Notary Public  
*Mey Comette 12/29/00*

STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of October, 2000, before me personally came Martin Mahoney, to me known, who, being by me duly sworn, did depose and say that he is the Duly Authorized Signatory of General Electric Capital Corporation, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public


STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On this \_\_\_\_ day of October, 2000, before me personally came Wesley L. Atamian, to me known, who, being by me duly sworn, did depose and say that he is the President of Home Market Foods, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

~~STATE OF NEW YORK~~ )  
CONNECTICUT )  
 : ss.:  
FAIRFIELD )  
COUNTY OF NEW YORK )

On this 10 day of October, 2000, before me personally came Martin Mahoney, to me known, who, being by me duly sworn, did depose and say that he is the Duly Authorized Signatory of General Electric Capital Corporation, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public

**NICOLE L. NIENSTADT**  
Notary Public, State of Conn  
Qualified in Fairfield County  
Commission Expires June 30, 2004