

11-09-2000



101510471

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To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):
The Kentucky Backwoods, Inc.
1 Riverview Drive
P.O. Box 765
Warsaw, Kentucky 41095

10-19-00

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

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 5, 2000

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

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:

5

7. Total fee (37 CFR 3.41):

\$ 140.00

- 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 00000101 1601137

DO NOT USE THIS SPACE

01 FD:483 40.00 DP
02 FC:482 100.00 DP

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

Name of Person Signing

Signature

October 16, 2000

Date

Total number of pages including coversheet, attachments and document:

6

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 5, 2000, by and between The Kentucky Backwoods, Inc. and General Electric Capital Corporation.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
1601137	6/12/1990	Riverview Pit Barbecue
1404262	8/5/1986	Riverview Foods
2316800	2/8/2000	Leesburg Pike
2316799	2/8/2000	Leesburg Pike Smoked Products
75681475	4/13/2000	Leesburg Pike

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, The Kentucky Backwoods, Inc., a corporation formed under the laws of Kentucky, located at 1 Riverview Drive, P.O. Box 765, Warsaw, Kentucky 41095 ("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, Home Market Foods, Inc. and the other credit parties named therein and (ii) a certain Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

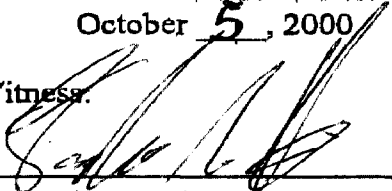
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

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:



THE KENTUCKY BACKWOODS, 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, The Kentucky Backwoods, Inc., a corporation formed under the laws of Kentucky, located at 1 Riverview Drive, P.O. Box 765, Warsaw, Kentucky 41095 ("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, Home Market Foods, Inc. and the other credit parties named therein and (ii) a certain Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

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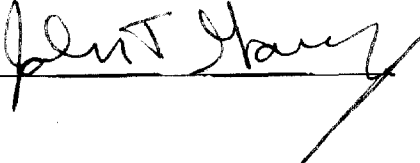
Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
October 5, 2000

Witness:

THE KENTUCKY BACKWOODS, 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)
Jeffcott : 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 The Kentucky Backwoods, 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.

Barbara Ann DePaul
 Notary Public
My Com exp 12/20/00

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 The Kentucky Backwoods, 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

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