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Tab settings    ▼

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Overhill Farms, Inc.  
Overhill L.C. Ventures, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada and California
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Union Bank of California

Internal Address: Attn: Mr. Albert Joseph

Street Address: 445 South Figueroa Street

City: Los Angeles State: CA ZIP: 90071

- 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
- Merger
- Change of Name

Execution Date: August 25, 2000

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

A. Trademark Application No.(s)



09-06-2000

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

B. Trademark Registration No.(s)

<del>1,976,052</del>	2,192,150	1,555,943
2,193,528	1,300,816	2,071,694
2,193,529	1,557,055	

Additional numbers attached?  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn  
Legal Assistant

Street Address: 2049 Century Park East  
Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 200052

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

TRADEMARK OFFICE RECEIVED  
SEP - 6 A 8:54  
U.S. PATENT & TRADEMARK OFFICE

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.

Sara Hoehn  
Name of Person Signing

Sara Hoehn  
Signature

8/31/00  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK

REEL: 002174 FRAME: 0878

**FIRST AMENDMENT TO PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("First Amendment"), dated as of August 25, 2000, is made by OVERHILL FARMS, INC., a Nevada corporation, and OVERHILL L.C. VENTURES, INC., a California corporation (each a "Grantor" and collectively the "Grantors"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

**RECITALS**

A. Grantors and Bank are parties to that certain Loan and Security Agreement dated November 24, 1999, as amended by that First Amendment to Loan and Security Agreement of even date herewith (said Loan and Security Agreement, as it has been and may hereafter be amended from time to time, being the "Loan Agreement"), pursuant to which Bank agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Pursuant to the Loan Agreement, Grantors executed and delivered to Bank, that certain Patent, Trademark and Copyright Security Agreement dated as of November 24, 1999 (as the same may from time to time be further amended, modified or supplemented, the "IP Security Agreement"). Pursuant to the IP Security Agreement, among other things, each Grantor granted to Bank, a security interest in its intellectual property to secure its obligations to Bank under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantors and Bank are entering into this First Amendment in order to reaffirm and continue in effect the Liens granted by Grantors under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this First Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Each Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Bank, a continuing, first priority security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This First Amendment shall become effective as of the date hereof when Bank has received executed counterparts of this First Amendment.

4. Ratification. Except as specifically modified by this First Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon each Grantor and Bank, and all provisions of the IP Security Agreement shall remain in full force and effect. Each Grantor expressly ratifies and affirms its obligations to Bank under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

5. Miscellaneous.

5.1 Complete Agreement. The IP Security Agreement, as modified and amended by this First Amendment, together with the Loan Agreement and the other Loan Documents, constitute the complete agreement among the parties hereto and thereto, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties hereto and thereto, with respect to the subject matter hereof or thereof.

5.2 Recitals. The recitals to this First Amendment shall constitute a part of the agreement of the parties hereto.

5.3 Counterparts. This First Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this First Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this First Amendment.

5.4 Governing Law. THIS FIRST AMENDMENT AND ALL SUBSEQUENT AGREEMENTS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

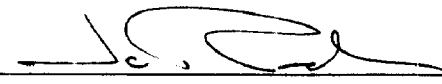
5.5 No Novation. Except as specifically set forth in this First Amendment, the execution, delivery and effectiveness of this First Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Bank under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

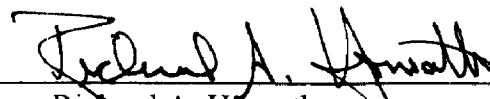
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.


"Grantors"

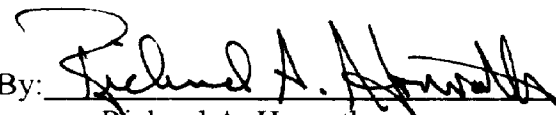
OVERHILL FARMS, INC., a Nevada corporation

By:   
James Rudis  
President and Chief Executive Officer

By:   
Richard A. Horvath  
Vice President and Chief Financial Officer

OVERHILL L.C. VENTURES, INC., a California corporation

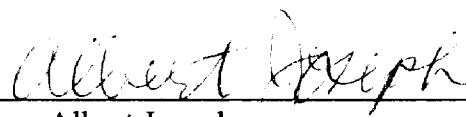
By:   
James Rudis  
President and Chief Executive Officer

By:   
Richard A. Horvath  
Vice President and Chief Financial Officer

Agreed to and Acknowledged by:

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By:   
Albert Joseph  
Vice President

SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

(PART B)

TRADEMARKS

(PART C)

COPYRIGHTS

SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

NONE

FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 002174 FRAME: 0883**

SUPPLEMENT  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART B)

TRADEMARKS

**REGISTERED MARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
CHICAGO BROTHERS CHEFMASTER PREMIER ENTREES®	1,976,052	05/28/96
CHICAGO BROTHERS® & Design	2,193,528	10/06/98
CHICAGO BROTHERS® & Design	2,193,529	10/06/98
CHICAGO BROTHERS® & Design	2,192,150	09/29/98
CHICAGO BROTHERS®	1,300,816	10/16/84
FLORENCE PASTA & CHEESE® & Design	1,557,055	09/19/89
FLORENCE PASTA & CHEESE®	1,555,943	09/12/89
FLORENCE®	2,071,694	06/17/97

**FOREIGN REGISTERED MARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
CHICAGO BROTHERS (Canada)	TMA505,760	12/18/98
FLORENCE PASTA & CHEESE (Canada)	TMA438,589	08/18/88
FLORENCE PASTA & CHEESE & Design (Canada)	TMA438,588	08/18/88
FLORENCE PASTA & CHEESE (Mexico)	520,661	04/19/96



SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART C)

COPYRIGHTS

NONE

FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

RECORDED: 09/06/2000

TRADEMARK  
REEL: 002174 FRAME: 0886