

11-17-2000



TRADEMA

101520144

R SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Joyce Food LLC  
80 Avenue K  
Newark, New Jersey 07105

Limited Liability Company  
New Jersey

Additional names(s) of conveying party(ies)  
attached? NO

2. Name and Address of receiving party(ies):

Sterling National Bank  
430 Park Avenue  
New York, New York 10022

Federally Chartered  
Commercial Bank

If assignee is not domiciled in  
the United States, a domestic  
representative designation is  
attached: NO

(Designation must be a separate document from  
Assignment)

Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

Security Interest

Execution Date: November 3, 2000

4. A. Trademark Application No.(s)

78/026,101  
76/127,364

B. Trademark Registration No.(s)

2,131,568  
1,856,857  
694,322

Additional numbers attached? NO

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

OSTROLENK, FABER, GERB & SOFFEN, LLP  
1180 Avenue of the Americas  
New York, New York 10036-8403

6. Total number of documents involved: 1

7. Total fee (37 CFR 3.41): \$140.00

Enclosed as part of Check No.

001942

In the event the actual fee is greater than the  
payment submitted or is inadvertently not enclosed or  
if any additional fee due is not paid, the Patent and  
Trademark Office is authorized to charge the  
underpayment to Deposit Account No. 15-0700.

DO NOT USE THIS SPACE

8. 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.

Peter S. Sloane

Name of Person Signing

[Signature]  
Signature

November 7, 2000

Date

Total number of pages including cover sheet, attachments, and document: 11

Our Ref: 2555-25

00479089.1

TRADEMARK  
REEL: 002177 FRAME: 0454

## SECURITY INTEREST AGREEMENT

The undersigned, Joyce Food LLC, a limited liability company organized under the laws of the State of New Jersey ("Debtor"), having its offices at 80 Avenue K, Newark, New Jersey 07105, for value received, hereby grants unto Sterling National Bank, a federally chartered commercial bank, having its principal offices at 430 Park Avenue, New York, New York 10022 ("Creditor"), a security interest in:

- (a) the United States trademarks, trademark applications and trademark registrations owned by Debtor listed in Exhibit I hereto;
- (b) all trade names owned by Debtor;
- (c) all elements of package or trade dress of goods owned by Debtor;
- (d) the goodwill of Debtor's business connected with and symbolized by the above-mentioned trademarks, trade names and package or trade dress; and

The indicated assets enumerated in sub-paragraphs (a) through (d) herein are collectively called the "Collateral." This security agreement also applies to the proceeds of such Collateral.

Provided, however, that Debtor agrees, within thirty days of filing any new trademark application, or acquiring any trademark application or registration, to mail written notice, postage prepaid, to Creditor at its address set forth above or such other address as the Creditor may by notice have furnished Debtor in writing for such purpose.

Provided, further, that this Agreement will not relate to or affect any of Debtor's trademark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

1. **INDEBTEDNESS SECURED:** This Agreement secures the Debtor's obligations ("Obligations") under a certain Security Agreement Asset Based Lending ("Asset Based Agreement") dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Debtor. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof.

2. **REPRESENTATION AND WARRANTIES:** The Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, and the GOODMAN's trademark listed in Schedule I hereto, which Creditor acknowledges may be subject to superior third party rights, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

3. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an Event of Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor, but shall not be permitted to sell, assign, transfer or

otherwise encumber the Collateral or any part thereof; provided, however, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Collateral if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of Debtor's business, except that the Debtor shall not permit the abandonment of the trademark applications or expiration of the trademark registrations listed in Exhibit I hereto, without the prior written consent of Creditor, which consent shall not be unreasonably withheld.

4. **REMEDIES ON DEFAULT:** Upon the occurrence of an event of default under the Asset Based Agreement and the acceleration of the Obligations, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code in New York at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Debtor reasonable notice (i) of the time and place of any public sale thereof, or (ii) of the time and place of any private sale, or (iii) that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the President of Debtor at its address set forth on the first page hereof or such other address as the Debtor may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Debtor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Debtor shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Debtor hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be repayable to it upon its demand to the Debtor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Asset Based Agreement, from and including the date advanced to the date of repayment.

(c) Debtor will, in the event of a sale, and upon advance written request, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of the trademark applications and trademark registrations listed in Exhibit I hereof. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf.

**5. APPLICATION OF PROCEEDS:** All proceeds of Collateral shall be

applied as follows:

**First:** to the payment of all expenses incurred by Creditor in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Creditor in connection therewith, and to the repayment of all advances made by Creditor hereunder for the account of the Debtor and the payment of all costs and expenses paid or incurred by Creditor in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Creditor; and

**Second:** to the payment in full of the Obligations, any surplus to be paid to the Debtor, its successors or assigns, or as a court of competent jurisdiction may direct.

6. **PURCHASERS OF COLLATERAL:** Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. **INDEMNITY:** The Debtor agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from a breach and subsequent enforcement of this Agreement, or the exercise by Creditor of any right or remedy granted to it

hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

8. **FURTHER ASSURANCES:** The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices including, without limit, the Patent and Trademark Office, as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

9. **TERMINATION:** This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, Creditor shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing

Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.

10. **GOVERNING LAW:** This Agreement shall be construed and governed by the substantive law of the State of New York and, to the extent applicable, by federal trademark law, to the exclusion of all other jurisdictions. The parties agree that any and all disputes arising under or relating to this Agreement shall be litigated solely in the state or federal courts located in the state of New York and the parties hereby agree to submit to such jurisdiction.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 3<sup>rd</sup> day of November, 2000

**JOYCE FOOD LLC**

By: 

Name: Victor Ostreicher

Title: President

Date: \_\_\_\_\_

**ACCEPTED BY:**

**STERLING NATIONAL BANK**

By:  SJR

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

<b>TRADEMARK</b>	<b>APPLICATION SERIAL NO. OR REGISTRATION NO.</b>	<b>FILING/REGISTRATION DATE</b>	<b>GOODS OR SERVICES</b>
GOODMAN'S	Rights granted from Deed of Assignment from Sigmund Freundlich to Joyce Food LLC dated September 21, 2000	N/A	"Matzohs, matzoh meal, soup mixes and other Kosher food"
SPICE HOUSE FROM OUR HOUSE TO YOURS WITH ALL NATURAL PACKED IN GLASS FOR FRESHNESS and Design	2,131,568	January 27, 1998	"Spices" in Class 30
VICTOR'S	76/127, 364	September 13, 2000	"Dessert gels, dessert puddings, gravy concentrates in liquid and powder form, Chinese style seasoning powder, tenderizers in liquid and powder form, black pepper, white pepper, garlic powder, sugar, vanillin sugar, iced tea mix, beef flavored tea, chicken and beef flavored meat extenders, and unflavored gel, concentrated soup bases and concentrated soup mixes, imitation flavor soft drink bases, orange flavored breakfast drink, orange and lemon crystals for use in making a soft drink, dietetic foods - namely, dessert gels, imitation flavor soft beverage bases, soup bases, chicken and beef flavored tea, fountain syrup bases, and iced tea mix, anti-oxidant for use in preparation of food for human consumption" in Class 30

TRADEMARK	APPLICATION SERIAL NO. OR REGISTRATION NO.	FILING/REGISTRATION DATE	GOODS OR SERVICES
JASON	78/026,101	September 15, 2000	"Bread crumbs" in Class 30
CARMEL	1,856,857	October 4, 1994	"Imitation edible chicken fat and potato pancakes" in Class 29; "gravy mixes, pudding, flavored and sweetened gelatins and seasoning salt" in Class 30
CROYDEN HOUSE	694,322	March 8, 1960	"Packaged fried rice, chow mein dinner consisting mainly of vegetable chow mein, noodles and soy sauce, and dehydrated soups" in Classes 29 and 30

TRADEMARK  
REEL: 002177 FRAME: 0464

RECORDED: 11/06/2000