

01-02-2001



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RECORDATION COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12.12.00

s and Trademarks: Please record the attached original documents or copy thereof **DKT. 0220.ASG**

<p>1. Name of conveying party(ies): Hickory Farms, Inc.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>U.S. Bank National Association</u> Internal Address: _____ Street Address: <u>601 Second Avenue South</u> City: <u>Minneapolis</u> State: <u>Minnesota</u> ZIP: <u>55402-4302</u></p> <p><input type="checkbox"/> Individual(s) _____  <input checked="" type="checkbox"/> Association <u>A national banking association</u>  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:    <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) &amp; address(es) attached    <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>June 30, 2000</u></p>	
<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s): See attached Exhibit A</p>	<p>B. Trademark Registration No.(s): See attached Exhibit A  <b>1151838</b></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Theresa K. Hanks</u> Internal Address: <u>Dorsey &amp; Whitney LLP</u>  Street Address: <u>220 South Sixth Street</u>  City: <u>Minneapolis</u> State: <u>MN</u> ZIP <u>55402</u></p>	<p>6. Total Number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">51</span></p> <p>7. Total fee (37 CFR 3.41) ..... \$ <u>1,290.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>04-1420</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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.*

Theresa K. Hanks                              Theresa K Hanks                              12-12-00  
Name of person Signing                      Signature (294,494)                              Date

Total number of pages comprising cover sheet: 11

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

EXHIBIT A TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

UNITED STATES TRADEMARKS

<u>Mark Name</u>	<u>Serial/Registration No.</u>	<u>Filing/ Original Registration Date</u>
Almond Cluster Device	1151838	April 21, 1981
Almond Cluster Device	1315947	January 22, 1985
Almond Cluster Device	1151821	April 21, 1981
Almond Cluster Device	1325082	March 12, 1985
Almond Plaza	883065	December 23, 1989
Almond Plaza	1271182	March 20, 1984
Almond Plaza	1294690	September 11, 1984
Aunt Ida's Within Device	978728	February 2, 1994
Austin Street Market	1422804	December 30, 1986
Beef Stick	875260	August 19, 1989
Butternip	950463	January 9, 1993
Cashew Cluster Device	1509395	October 18, 1988
Cheddy Brot	1198979	February 17, 1970
Christmas Celebration	2135008	June 22, 1982
Citation	886421	February 3, 1998
Datari	1142738	December 9, 1980
Food Werks	2342258	April 18, 2000
Gourmet Marketplace	2115706	November 25, 1997
Gourmet Marketplace & Device (In Color)	2093106	September 2, 1997
Harvest of the Month	1418752	November 25, 1986
Harvest of the Month Logo	1254853	October 18, 1983
Hazelnut Cluster Device	1281776	June 12, 1984
Heavenly Hawaiian	1273713	April 10, 1984
Herb D'Lis	1143545	December 16, 1980
Hickory Farms	1413521	October 14, 1986
Hickory Farms (New Logo)	1908677	August 1, 1995
Hickory Farms & Design	1413523	October 14, 1986
Hickory Farms Christmas Celebration Select Coffee	2134951	February 3, 1998

Hickory Farms Christmas Celebration Select Coffee 100% Washed Arabica Coffee	2134954	February 3, 1998
Hickory Farms Ham Stick	1844572	July 12, 1994
Hickory Farms of Ohio	706395	October 25, 1980
Hickory Farms of Ohio (Stylized)	860629	November 19, 1988
Hickory Farms Sweet Elegance	1601226	June 12, 1990
Hickory Farms Turkey Stick	1841938	June 28, 1994
Jalapeppy	1231250	March 15, 1983
Macademia Cluster Device	1273747	April 10, 1984
Mission Orchards	1574820	January 2, 1990
Natural Goodness from California	1922244	September 26, 1995
Nature's Finest Gift	2178645	August 4, 1998
Pfaelzer Stylized	852841	July 16, 1988
Pinnacle Orchards	1259666	November 29, 1983
Pistachio Cluster Device	1274463	April 17, 1984
Quail and Poppy Device	1469239	December 15, 1987
Rounds O'Rye	1050827	October 19, 1996
Spice Delight	941605	August 22, 1992
Susan Green's California Cuisine	1571822	December 19, 1989
The Gift Everyone Loves To Get	2228909	March 2, 1999
The Squire's Choice and Device	1253889	October 11, 1983
The Squire's Choice and Device	1412685	October 7, 1986
The Squire's Choice Connoisseur's Collection with Device	1736803	December 1, 1992
Yankee Trader	875262	August 19, 1969

## COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of June 30, 2000, is by and between HICKORY FARMS, INC., a Delaware corporation (the "Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent for the banks (the "Banks") which are signatories to the Credit Agreement defined below (the "Assignee").

### WITNESSETH

WHEREAS, Assignor and its affiliate, Hickory Farms Catalogues of America, Inc. (individually, each a "Borrower" and, collectively, the "Borrowers"), the Assignee and the Banks have entered into a Credit and Security Agreement Agreement dated as of June 30, 2000, (the "Credit Agreement"), pursuant to which the Banks have agreed to extend certain credit accommodations to the Borrowers under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement);

WHEREAS, the Assignor has pledged and granted to the Assignee, for the benefit of the Banks, a security interest in the property described in the Credit and Security Agreement, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets;

WHEREAS, the Assignor owns and has used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, the Assignor expects to derive benefits from the extension of credit accommodations to the Borrowers by the Banks and finds it advantageous, desirable and in its best interest to execute this Assignment to the Assignee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Borrowers to the Banks of every kind, nature or description under the Credit Agreement, including the Borrowers' obligation on any promissory note or notes under the Credit Agreement and any note or notes hereafter issued in substitution or replacement thereof, (b) all liabilities of the Borrowers under any other Loan Document, and (c) all liabilities of the Assignor under this Agreement, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

NOW, THEREFORE, in consideration of the premises and to induce the Banks to extend credit accommodations to the Borrowers under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby grant a security interest in and, subject to the following sentence, assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the

"Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for the Banks' use and behalf, and for the Banks' legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until the acceptance of this Assignment, this Assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants on the date hereof (except as otherwise provided below) that:

(a) except for applications pending, to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks and listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks (except as does not have an Adverse Effect);

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons (except as does not have an Adverse Effect) and except for licenses listed on Exhibit C;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6 or Section 14, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any material new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and future licenses entered into in the ordinary course of the Assignor's business on terms substantially similar to existing licenses.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements, assignments and other instruments as may be necessary or proper to terminate this Assignment and releasing to the Assignor Assignee's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and

trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Credit Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor, the Assignee and the Banks.

14. Upon payment in full of all Liabilities (other than Borrowers' unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Banks to extend credit accommodations to the Borrowers, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS

AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

HICKORY FARMS, INC.

By Mark Wagner  
Title Secretary & Treasurer



EXHIBIT B TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of \_\_\_\_\_, \_\_ is made by and between HICKORY FARMS, INC., a corporation of the State of Delaware, located and doing business at Maumee, Ohio, ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_, located and doing business at \_\_\_\_\_ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of a pending application in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes U.S. BANK NATIONAL ASSOCIATION to date this undated Assignment and otherwise complete this Assignment at the time of transfer

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

HICKORY FARMS, INC. (Assignor)

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

By  
Title

Assignee:

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

By  
Title:

EXHIBIT C TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

EXISTING LICENSES

See attached.

C-1

# FRANCHISE DIRECTORY

## Mailing Address

Franchisee	Store #	Mailing Address	Phone Number	Fax Number	Email Address
Robert Anderson	99002	Hickory Farms, North 411 Madelia St., Spokane, WA 99202	509/535-6717	509/535-0077	
Mickey Ball	98930	Hickory Farms, 1040 N. Marcia, Visalia, CA 93291	559/733-7303	559/733-0410	
Tim Bigley	88909	Hickory Farms, 865 Sunshine Ln., Ste. 105, Altamonte Spgs., FL 32714	407/788-2333	407/788-2333	
Stephen Booth	88904	Hickory Farms, P.O. Box 1629, Redlands, CA 92373	909/799-2092	909/799-3502	shelp1224@comcast.net
Seaborn Brown		Ship to: Hickory Farms 2837 Business Center Dr., Redlands, CA 92374			
Edna Crescimbeni	88901	2436 Cass Street, Gulf Gate Woods, Sarasota, FL 34231	941/924-1066	941/927-7785	
Duff Delamater/Klein	99005	1549 Casery Blvd., Jacksonville, FL 32211	904/743-2355	904/744-2940	
Paul Dodge	50009	Hickory Farms, 15 Almaden Plaza, 5353 Almaden Expressway, San Jose, CA 95118	408/266-3762	408/266-4178	
Hugh Edmunds	50009	Hickory Farms, 15 Almaden Plaza, 5353 Almaden Expressway, San Jose, CA 95118	408/266-3762	408/266-4178	
Ellen Hogan	88914	Hickory Farms, 451 N. 400 W., Salt Lake City, UT 84103	801/328-3868	801/328-3872	chrisdodge@msn.com
Larry Hogan	99922	Hickory Farms, 2510 West Main St., Richmond, VA 23220	804/358-5613	804/358-5711	
Jose Johnson	99001	Ship to: Hickory Farms, 800 Jefferson Davis Hwy., Bldg. 114, Richmond, VA 23220	804/230-4810		
Dave Karanica	99001	C-140 River Ridge Mall, 3405 Candler's Mountain Road, Lynchburg, VA 24502	757/827-8857	256/767-4025	
Daryl Kirpatrick	88985	131 New Market North, Newport News, VA 23605	559/787-2438	559/787-2438	
Tom Knight	99002	207 Knight's Bridge Road, Florence, AL 35630	559/445-1144	775/747-0901	
Larry Miller	99930	17508 E. Belmont, Sanger, CA 93657	775/747-6112	775/747-0901	
Mik Munz		Ship to: 747 R Street, Fresno, CA 93716			
Earl Northcut		Hickory Farms, 3990 Rivechaven Dr., Reno, NV 89509	209/575-2088	209/577-1750	
Don Reid		Ship to: Hickory Farms, c/o Shoppers Square, 263 Plumb Lane, Reno, NV 89502			
Russ Truman		Hickory Farms, 1017 Country Club Drive, Modesto, CA 95356	757/827-8857	757/827-8857	
Tom Uhlman		Ship to: Hickory Farms, 1025 Lone Palm Ave., #7, Modesto, CA 95351	505/888-3529	505/342-0442	
Walt Wisisen		Hickory Farms, 131 New Market North, Newport News, VA 23605	505/888-3529	505/342-0442	
Wong Wong		Hickory Farms, 141 Winrock Center, Albuquerque, NM 87110	505/888-3529	208/376-3775	
		Ship to: Hickory Farms, 5821 F Midway Park Blvd., Albuquerque, NM 87109			
		Hickory Farms, 141 Winrock Center, Albuquerque, NM 87110	916/635-5571	916/635-5295	lmliller1@msn.com
		Hickory Farms, 5237 Kendall, Boise, ID 83705	916/927-5336	949/723-4758	
		Hickory Farms, 11363 Sunrise Gold Circle, Raebro Cordova, CA 95742	949/723-4576	949/723-4758	
		Hickory Farms, Arden Pair S/C, 1689 Arden Way, Sacramento, CA 95815	949/642-4303	602/268-7941	
		Hickory Farms, 520 Avacado, Coronado Del Mar, CA 92625	602/268-8557	910/452-0003	northcut@aol.com
		Ship to: Hickory Farms, 270 East 17th St., Ste. 2, Costa Mesa, CA 92627	910/791-2120	910/509-3857	reidnow@aol.com
		Hickory Farms, 2153 East Jones, Phoenix, AZ 85040	910/509-1372	937/390-3066	
		Hickory Farms, 3420 Wrightsville Ave., Wilmington, NC 28403	937/399-3763	502/491-1380	
		Off season:	502/491-1380	502/2231-3403	
		3565 Urbana Road, Springfield, OH 45502	502/499-8104	336/226-2306	
		4710 Nottinghamshire, Louisville, KY 40299	336/226-2305	704/299-6819	
		Ship to: c/o Rent-A-Space, 4211 Meadowbrook, Louisville, KY 40218		307/577-1800	
		Hickory Farms, POB 239, 201 Chapel Hill Rd., Burlington, NC 27216		808/521-1572	
		Ship to: Hickory Farms, 915 S. Main Street, Burlington, NC 27215			
		Asheville Mall, 3 South Tunnel Road, Asheville, NC 28805			
		Hickory Farms, 4060 E. 14th St., Casper, WY 82609			
		Hickory Farms, 1188 Bishop St., Ste. 3403, Honolulu, HI 96813			

TRADEMARK

REEL: 002198 FRAME: 0288

RECORDED: 12/12/2000