

02-14-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101612552

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

2-2-01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other  Grant of Trademark Security Interest
- Effective Date  
Month Day Year  
011701

#### Conveying Party (Granting Interest)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
011701

Name Nonni's Food Company, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Florida

#### Receiving Party (Receiving Interest)

Mark if additional names of receiving parties attached

Name IBJ LWhitehall Bank & Trust Company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One State Street

Address (line 2) \_\_\_\_\_

Address (line 3)

New York

City

New York

State/Country

10004

Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/13/2001 6TOM11 00000362 75493324

FOR OFFICE USE ONLY

01 FC:401  
02 FC:402

40.00 DP  
525.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002234 FRAME: 0649

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Martha M. Ortiz

February 2, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1684571	<input type="text"/>	<input type="text"/>
1515619	<input type="text"/>	<input type="text"/>
2349093	<input type="text"/>	<input type="text"/>
1562411	<input type="text"/>	<input type="text"/>
1986965	<input type="text"/>	<input type="text"/>
1623858	<input type="text"/>	<input type="text"/>
1592608	<input type="text"/>	<input type="text"/>

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, NONNI'S FOOD COMPANY, INC.**, a Florida corporation ("**Grantor**" or "**Borrower**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Borrower and Burns & Ricker, Inc., a Delaware corporation, have entered into a certain Credit Agreement dated as of January 17, 2001 (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined), with the financial institutions party thereto (each individually referred to herein as a "**Lender**", and collectively as "**Lenders**"), CIT Lending Services Corporation, a Delaware corporation, as documentation agent for the Lenders, and IBJ Whitehall Bank & Trust Company, as administrative agent for the Lenders (herein called the "**Secured Party**"); and

**WHEREAS**, Borrower may from time to time enter into one or more Interest Rate Agreements (collectively, the "**Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Interest Rate Agreements are entered into; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of January 17, 2001 (said Security Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), by and among Grantor, Secured Party, and the other grantors party thereto, Grantor has agreed to create in favor of Secured Party, to secure the Secured Obligations (as defined in the Security Agreement) of Borrower, a security interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term

**"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.




Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.





[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_ day of January \_\_, 2001.

NONNI'S FOOD COMPANY, INC.

By:   
Name:   
Title: 

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION / REGISTRATION</b>	<b>CLASS / GOODS / SERVICES</b>	<b>CURRENT STATUS</b>
<b>BISTRO BISCOTTI</b>	U.S.	Registration No. 1,869,831	Class 30: baked goods, namely, cookies	Registered 12/27/94
<b>CAFÉ BISCOTTI</b>	U.S.	Registration No. 1,852,533	Class 30: baked goods, namely, cookies	Registered 09/06/94  Section 8/15 Declaration filed 09/06/00
<b>CAPE COD CRANBERRY COOKIES &amp; Design</b> 	U.S.	Application No. 75/493,324	Class 30: cookies	Filed 05/29/98; Published 03/14/00
<b>CAPE COD CRANBERRY COOKIES &amp; Design</b> 	U.S.	2,110,058	Class 30: cookies and cookie dough	Registered 10/28/97
<b>NONNI'S</b>	U.S.	Registration No. 2,290,315	Class 30: baked goods, namely, cookies	Registered 11/02/99
<b>NONNI'S (Stylized)</b> 	U.S.	Registration No. 1,727,905	Class 30: baked goods, namely, cookies	Registered 10/27/92
<b>NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE &amp; Design</b> 	U.S.	Registration No. 2,222,870	Class 30: baked goods, namely biscotti	Registered 02/09/99

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

**Registered Trademarks: U.S. Federal**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BAGEL CRISPS	1,306,252	11/20/84
BURNS & RICKER	1,456,716	9/8/87
CLASSIC TUSCANY TOAST and Design	1,484,475	4/12/88
CRISPINI	1,684,571	4/28/92
NEW YORK STYLE	1,515,619	6/29/90
PANETINI	2,349,093	5/9/00
PITA CRISPS	1,562,411	10/24/89
TUSCANY TOAST	1,986,965	7/16/96
Wheat Stalk Design <sup>1</sup>	1,623,858	11/20/90
Wheat Stalk Design <sup>2</sup>	1,592,608	4/17/90

Note: USPTO records indicate that a security interest in the trademark MILDEWCIDE (Reg. No. 725,215) was assigned by B&R to Chemical Bank in 1993 and 1995. However, B&R does not appear to have an ownership interest in the mark, as USPTO records do not show an assignment from the original registrant or any subsequent owner to B&R. The mark appears to be owned by Wilchem Corporation, a Florida corporation.

**Applications for Trademark Registrations: U.S. Federal**

<u>Mark</u>	<u>Serial No.</u>	<u>Filed</u>
BISCOTTI DI TOSCANA <sup>3</sup>	74/419,619	7/30/93
BURNS & RICKER CRISPINI and Design	76/139,832	10/3/00
CRISPSTIX	76/143,240	10/6/00
NEW YORK STYLE COFFEE BREAK	76/166,528	11/16/00
COFFEE BREAK	76/166,529	11/16/00

Note: B&R currently holds a pending application for federal registration of REGINA PANETINI and Design (Serial No. 76/143,275). This application will be abandoned prior to Closing.

<sup>1</sup> Renewal due on November 20, 2000 was not filed. The mark has been abandoned.

<sup>2</sup> Renewal due on April 17, 1999 was not filed. The mark has been abandoned.

<sup>3</sup> USPTO records indicate that further action on this application has been suspended.