

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

04-02-2001



MRS
3.12.01

101654917
REGISTRATION 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Effective Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/KA/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

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.)

Citizenship/State of Incorporation/Organization

03/29/2001 6TON11 00000077 011156 75940438
01 FC:481 40.00 CH
02 FC:482 275.00 CH

FOR OFFICE USE ONLY

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: 002261 FRAME: 0926

FORM PTO-1618B
Expires 06/30/99
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Page 2

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

(312) 415-4000

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)		
<input type="text" value="75/940438"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="735086"/>	<input type="text" value="1657543"/>	<input type="text" value="1338228"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1338227"/>	<input type="text" value="1552169"/>	<input type="text" value="1460256"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1516580"/>	<input type="text" value="1620194"/>	<input type="text" value="1517347"/>

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

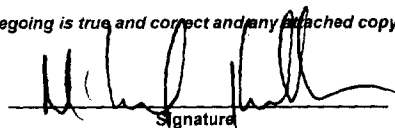
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to account) Deposit Account Number

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Michael G. Kelber
Name of Person Signing


Signature

March 9, 2001
Date Signed

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

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Effective Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Enter Additional Receiving Party

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 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)

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

Registration Number(s)

16302354	1950884	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 2, 2001 (this "**Agreement**"), is between **VIENNA BEEF LTD.**, an Illinois corporation ("**Borrower**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("**Bank**").

RECITALS:

A. Borrower and Bank entered into a Credit Agreement of even date herewith (such Credit Agreement as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which Bank has agreed to make loans and other financial accommodations to Borrower.

B. One of the conditions precedent to Bank's obligations under the Credit Agreement is that Borrower shall have executed and delivered this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Bank, and grant to Bank a continuing security interest in, all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in Item A of **Attachment 1** hereto and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) each Trademark license referred to in Item B of **Attachment 1** hereto;

(iii) all divisions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark

registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

3. **Security Agreement**. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Bank in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under the Credit Agreement and the other Credit Documents. The Credit Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest**. Upon payment and performance in full of all of Borrower's Obligations then owing and the termination of the Commitments, Bank shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. **Acknowledgment**. Borrower does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Collateral Document**. This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

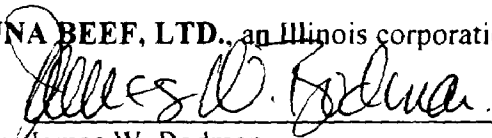
7. **Counterparts**. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

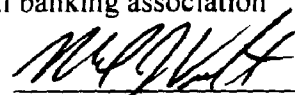
Address:
2501 N. Damen Avenue
Chicago, Illinois 60657

VIENNA BEEF, LTD., an Illinois corporation

By: 
Name: James W. Bodman
Title: Co-Chairman, Co-Chief Executive Officer and
Assistant Secretary

Address:
135 South LaSalle Street
Chicago, Illinois 60603

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association

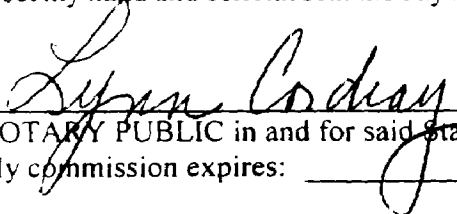
By: 
Name: Michael J. Vrchota
Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 7th day of March, 2001, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared James W. Bodman, to me known to be the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of Vienna Beef Ltd., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he/she is the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of such corporation, that the signature to said instrument was made by the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC in and for said State and County
My commission expires: _____

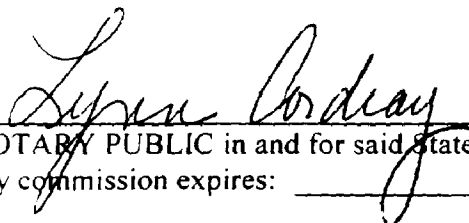


STATE OF ILLINOIS)
)
COUNTY OF COOK)

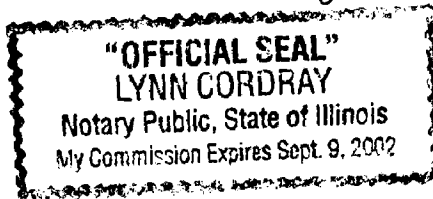
SS:

On this 17th day of March, 2001, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Michael J. Vrchota, to me known to be the Vice President of LaSalle Bank National Association, a national banking association, that executed the foregoing instrument, and upon oath did depose that he/she is the Vice President of such national banking association, that the signature to said instrument was made by the Vice President of said national banking association as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for said State and County
My commission expires: _____



TRADEMARK SECURITY AGREEMENT (VIENNA BEEF LTD.)

**ITEM A
TRADEMARKS**

Registered Trademark

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
USA	Chicago's Lakeside	735086	7/24/62
USA	Chipico	1657543	9/17/91
USA	David Berg	1338228	5/28/85
USA	David Berg (Stylized)	1338227	5/28/85
USA	Italian Dippers	1552169	8/15/89
USA	King Kold	1460256	10/6/87
USA	Live Dough	1516580	12/13/88
USA	Mexi Dipper & Design	1620194	10/30/90
USA	Pan-A-Live	1517347	12/20/88
USA	Pan-A-Live Dough	1630234	1/1/91
USA	Pizzaria Dipper & Design	1950884	1/23/96

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Canine Deli	75/940438	2/22/00

Trademark Applications in Preparation

NONE

**ITEM B
TRADEMARK LICENSES**

NONE

508910-1

RECORDED: 03/12/2001

**TRADEMARK
REEL: 002261 FRAME: 0935**