

04-24-2001



101684858

4-11-01

**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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

1927724

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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)

- 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.)

04/23/2001 TO: 04-0058 1027724

FOR OFFICE USE ONLY

01 00:00
02 00:00

40.00 01
200.00 01

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 Practices. 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: 002283 FRAME: 0125

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)

See Attached
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"/>

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

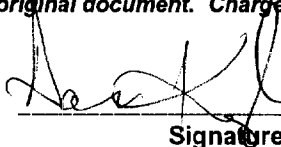
Statement and Signature

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.

Danice Kowalczyk, Esq.

White & Case

Name of Person Signing



Signature

4/3/01

Date Signed

SCHEDULE A - TRADEMARKS

Title	Reg. # and date
GREEN HILL	1,927,724, October 17, 1995
GREEN HILL (& DESIGN)	1,918,189, September 12, 1995
GREEN HILL (& DESIGN)	1,490,376, May 31, 1988
PRIDDY'S	1,961,273, March 12, 1996
PRIDDY'S	2,009,485, October 22, 1996
PRIDDY'S (STYLIZED)	2,151,739, April 21, 1998
SALADS FOR AMERICA	73-599,587, Filed May 19, 1986, Abandoned March 26, 1987
PIRATE'S PLEASURES	2,002,322, September 24, 1996
GET IT RIGHT, FROM THE KITCHEN	1,929,548, October 24, 1995

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ozark Salad Company, Inc., a Delaware corporation (the "Grantor") with principal offices at 100 North Youngman Road, Baxter Springs, Kansas, hereby grants to Morgan Guaranty Trust Company of New York, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10260-0060 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, and (iii) all of the Grantor's right, title and interest in and to the United States copyrights, copyright registrations and copyright applications (the "Copyrights") set forth on Schedule C attached hereto, in each case together with (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, Patents, or Copyrights (v) the goodwill of the businesses with which the Marks are associated and (vi) all causes of action arising prior to or after the date hereof for infringement of any of the Marks, Patents or Copyrights or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of September 29, 1995 and amended and restated as of August 28, 1997, (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Marks, Patents or Copyrights acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
2nd day of February, 2001.

Ozark Salad Company, Inc.

By ME Bull
Name: Michael Bull
Title: President

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Collateral Agent and Grantee

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

___ day of February, 2001.

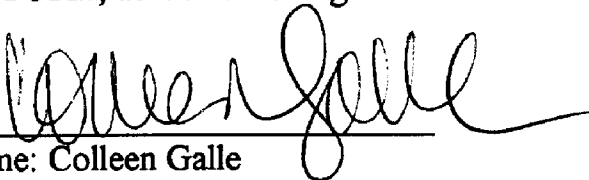
Ozark Salad Company, Inc.

By _____

Name:

Title:

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, as Collateral Agent and Grantee

By  _____

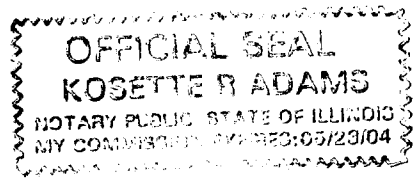
Name: Colleen Galle

Title: Vice President

STATE OF Illinois
COUNTY OF COOK) ss.
)

On this 5th day of February, before me personally came _____
Michael Bull who, being by me duly sworn, did state as follows: that [s]he is
President of Ozark Salad Company, Inc., that [s]he is authorized to execute the foregoing
Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of
said corporation.

Kosette R. Adams
Notary Public



STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

On this 12 day of February, 2000, before me personally came Colleen Galle who, being by me duly sworn, did state as follows: that she is Vice President of Morgan Guaranty Trust Company of New York, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public

RICHARD KARKADA
Notary Public, State of New York
No. 01KA6029845
Qualified in Richmond County
Commission Expires August 30, 2001

SCHEDULE B - PATENTS

PATENT

REG. NO.

FILING DATE

NONE

SCHEDULE C - COPYRIGHTS

COPYRIGHT

REG. NO.

FILING DATE

NONE