

05-07-2001

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



101705882

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

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

4-26-01

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

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Effective Date
Month Day Year
2/22/2001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
2/22/2001

Name

Formerly

- 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.)

FOR OFFICE USE ONLY

140E

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: 002287 FRAME: 0595

d631221.1

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)		
<input type="text" value="76/144,375"/>	<input type="text" value="76/118,750"/>	<input type="text"/>	<input type="text" value="2,294,045"/>	<input type="text" value="2,290,905"/>	<input type="text" value="2,426,979"/>
<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.

Jeffrey M. Becker

4/22/01

Name of Person Signing

Signature

Date Signed

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "*Agreement*") is dated as of February 22, 2001, made by FUTURE FOOD, LTD., f/k/a FFI Acquisition, Ltd., a Texas limited partnership ("*Grantor*"), in favor of TEXAS CAPITAL BANK, N.A., a national banking association ("*Lender*").

W I T N E S S E T H :

WHEREAS, Borrower, Future Food Holdings GP, Inc., and Lender are party to that certain Revolving Credit and Term Loan Agreement dated as of November 19, 1999 (as modified, amended, renewed, extended, and restated, the "*Credit Agreement*"), providing for (a) a \$2,000,000 revolving line of credit, and (b) a \$6,250,000 term loan;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered a Security Agreement dated as of November 19, 1999 (as modified, amended, renewed, extended, and restated, the "*Security Agreement*");

WHEREAS, Grantor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligation; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Obligation, Grantor does hereby mortgage, pledge and hypothecate to Lender, and grant to Lender a security interest in, for its benefit, all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this *clause (a)* being collectively called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, 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, including those referred to in *Item A* of *Schedule 1* hereto;

(b) All Trademark licenses, including each Trademark license referred to in *Item B* of *Schedule 1* hereto;

(c) all reissues, extensions or renewals of any of the items described in *clauses (a)* and *(b)*;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, *clauses (a)* and *(b)*; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present and future infringements or dilution of any Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Item A* of *Schedule 1* hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Lender in the Trademark Collateral 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 Lender for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of the Obligation and the termination of all commitments to fund Advances (as defined in the Credit Agreement), Lender shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan 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.

SECTION 7. Counterparts. This Agreement may be executed by 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.

[Signature Page Follows.]

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.

GRANTOR:

FUTURE FOOD, LTD., f/k/a FFI Acquisition, Ltd., a Texas limited partnership

By: **FUTURE FOOD HOLDINGS GP, INC.**, a Texas corporation, General Partner

By: 

Name: Michael Crothers
Title: President

LENDER:

TEXAS CAPITAL BANK, N.A., a national banking association

By: _____

Russell P. Hartsfield
Executive Vice President

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.

GRANTOR:

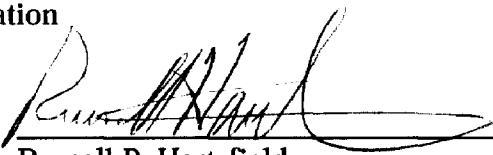
**FUTURE FOOD, LTD., f/k/a FFI Acquisition, Ltd., a
Texas limited partnership**

**By: FUTURE FOOD HOLDINGS GP, INC., a
Texas corporation, General Partner**

By: _____
Name: _____
Title: _____

LENDER:

**TEXAS CAPITAL BANK, N.A., a national banking
association**

By:  _____
**Russell P. Hartsfield
Executive Vice President**

**SCHEDULE 1
TO
AGREEMENT
(Trademark)**

Item A. Trademarks

Registered Trademarks

	<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	United States	Santa Barbara Bay	2,294,045	11/23/99
2.	United States	Channel Island Bay	2,290,905	11/9/99
3.	United States	Salads of the Sea	2,426,979	02/06/01

Pending Trademark Applications

	<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
1.	United States	Deli Favorites	76/144,375	10/11/00
2.	United States	Savory Blends	76/118,750	08/28/00

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.