

06-08-2001

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



101744592

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

JUN - 1

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

Execution Date

Month Day Year

Name

5/7/01

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
- ☐ 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.)

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06/07/2001 TDIA21 00000077 230800 75481982

01 FC:401
02 FC:402

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TRADEMARK
REEL: 002310 FRAME: 0402

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

212-833-8442

Name

Amanda Samuel

Address (line 1)

Weil, Gotshal & Manges, LLP

Address (line 2)

767 5th Avenue, New York, NY 10153

Address (line 3)

Address (line 4)

Pages

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

9

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)

75-481,962

76-091,083

76-091,082

2,258,760

2,264,201

T16,854

Number of Properties

Enter the total number of properties involved

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 165.00

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

23-0800

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.

Phyllis Eremitaggio

Name of Person Signing

Signature

May 31, 2001

Dated Signed

TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2001 (together with all amendments if any from time to time hereto, this "Trademark Security Agreement"), by and among Colorado Prime Corporation, a Delaware corporation having its principal place of business at 500 BI-County Boulevard, Suite 400, Farmingdale, New York 11735 (the "Assignor") and Dresdner Bank, A.G., New York and Grand Cayman Branches, having an office at 75 Wall Street, New York, New York 10005, as agent (in such capacity, "Agent"), for the Issuing Bank, the Agents and the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 7, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Assignor and Lender, Lender has agreed to make extensions of credit to the Assignor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Assignor is party to a Borrower Security Agreement of event date herewith in favor of the Lender (the "*Security Agreement*") pursuant to which the Assignor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, the parties intend for this Trademark Security Agreement to amend the Borrower Intellectual Property Security Agreement dated May 9, 1997.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to the Assignor thereunder, the Assignor hereby agrees as follows:

Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Borrower Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Borrower Security Agreement

Grant of Security Interest in Trademark Collateral. Assignor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Assignor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Lender, for the benefit of the Lender, a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of such Assignor (the "*Trademark Collateral*");

all of its trademarks and trademark licenses, service marks, service mark licenses, trademark applications, service mark applications, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source or product or service identifiers, used or associated or appurtenant to the products, services and businesses of the Assignor, to which it is a party, including those referred to on *Schedule A* hereto (collectively, "Trademarks");

all past, present or future rights in, to, and associated with Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise;

all goodwill of the business connected with the use of, and symbolized by, each Trademarks; and

all Proceeds of the foregoing, including any claim by Assignor against third parties for past, present, future (i) infringement or dilution of any Trademarks, or (ii) injury to the goodwill associated with any Trademarks.

Borrower Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Borrower Security Agreement and each Assignor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

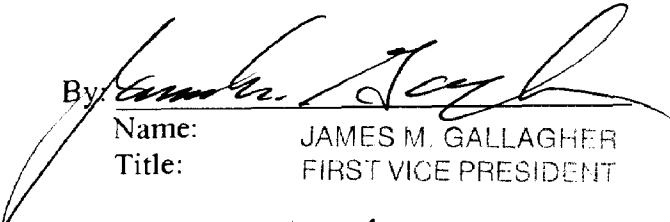
Very truly yours,


COLORADO PRIME CORPORATION

By: _____
Name:
Title:

Accepted and Agreed:

DRESDNER BANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES, as Agent

By: 
Name: JAMES M. GALLAGHER
Title: FIRST VICE PRESIDENT

By: 
Name: Christian A. Giordano
Title: Assistant Vice President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

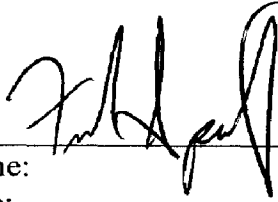
Very truly yours,

COLORADO PRIME CORPORATION

By: _____

Name:

Title:



Accepted and Agreed:

DRESDNER BANK AG, NEW YORK AND
GRAND CAYMAN BRANCHES, as Agent

By: _____

Name:

Title:

ACKNOWLEDGEMENT OF ASSIGNOR

STATE OF NY)
COUNTY OF Suffolk) ss.

On this 9 day of MAY 2001 before me personally appeared Fred Spivak, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Colorado Prime Corp who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Greg B. Daub
Notary Public

GREG B. DAUB
Notary Public, State of New York
No. 01DA4654719
Qualified in Suffolk County
Commission Expires March 30, 20 03

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

Mark: COLORADO PRIME FOODS
Reg. No.: 2,258,760
Registered: July 6, 1999
Class 29: Frozen, prepared and packaged entrees consisting primarily of meat;
frozen, prepared and packaged entries consisting primarily of fish;
frozen, prepared and packaged entrees consisting primarily of poultry;
and frozen, prepared and packaged entrees consisting primarily of
vegetables
Class 30: Frozen, prepared and packaged entrees consisting primarily of pasta;
pizza; pizza bagels; puff pastry cheese pizza; fajitas; burritos;
chimichangas; and stuffed bread
Class 42: Retail phone, mail order, and door-to-door services in the field of food.

Mark: COLORADO PRIME FOODS RESTAURANT QUALITY FOOD. . .
AT HOME SINCE 1959 and Design
Reg. No.: 2,264,201
Registered: July 27, 1999
Class 29: Frozen, prepared and packaged entrees consisting primarily of meat;
frozen, prepared and packaged entrees consisting primarily of fish;
frozen, prepared and packaged entrees consisting primarily of poultry;
and frozen, prepared and packaged entrees consisting primarily of
vegetables
Class 30: Frozen, prepared and packaged entrees consisting primarily of pasta;
pizza; pizza bagels; puff pastry cheese pizza; fajitas; burritos;
chimichangas; and stuffed bread
Class 42: Retail phone, mail order, and door-to-door services in the field of food

Mark: HOME RESTAURANT
State: Wisconsin
Status: Registered
Class 42: Retail phone and mail order service in the field of food

B. TRADEMARK APPLICATIONS

Mark: COLORADO PRIME

Serial No. 75-481,962
Filed: May 8, 1998
Class 11: Barbecue grills for sale solely in connection with the in home sales of applicant's food products

Mark: CPFOODS.COM

Serial No.: 76-091,083

Filed: July 18, 2000

Class 29: Food including—frozen, prepared and packaged entrees consisting of poultry; frozen, prepared and packaged entrees consisting primarily of meat; frozen, prepared and packaged entrees consisting primarily of fish; frozen, prepared and packaged entrees consisting of primarily of shellfish; frozen, prepared and packaged entrees consisting primarily of vegetables; beef, hot dogs, ground beef patties; turkey franks; seasoned taco meat; chicken; southwestern chicken sausage; chicken apple sausage; marinated chicken breasts; pork; pork barbecue; peppered pork tenderloin, seafood; shrimp not live; dinner package consisting of chicken, potatoes, corn and green beans; dinner package consisting of ground buffalo, ostrich strips; alligator tail meat, rack wild boar ribs, kangaroo filet, bag rattlesnake; dinner package consisting of shellfish and fish; dinner package consisting of barbecue chicken, barbecue pork, lasagna, and macaroni and cheese; dinner package consisting of filet mignon, ribeye steak, chicken kabob and salmon steak; dinner package consisting of t-bone steak, ribeye, New York strip steak, and filet mignon; dinner package consisting of baby back ribs, macaroni and cheese, potato puffs, vegetable package, apple pie; dinner package consisting of filet mignon, lobster and cheesecake

Class 30: Food including—frozen, prepared and packaged entrees consisting primarily of pasta; pizza; pizza bagels; puff pastry cheese pizza, fajitas, burritos; chimichangas; and stuffed bread; chicken biscuit sandwich; pork sausage biscuit sandwich, cheesecake; chocolate cake; lasagna; tortellini; dinner package consisting of lasagna, tortellini and stuffed shells; dinner package consisting of fajitas, chimichangas, and burritos; dinner package consisting of pizza; breakfast package consisting of orange juice, waffles, microwave cheese omelets, hash brown potato cakes, pork sausage biscuit sandwiches; kids meal consisting of pizza, chimichangas, burritos, chicken nuggets; dessert package consisting of cheese cake, chocolate chip cookies and key lime pie

Class 42: Services including retail phone, mail order and door-to-door services in the field of food; online retail sale of food products and cookware via the internet

Mark: CPFoods.com

Serial No.: 76-091,082

Filed: July 18, 2000

Class 29: Food including – frozen, prepared and packaged entrees consisting of poultry; frozen, prepared and packaged entrees consisting primarily of meat; frozen, prepared and packaged entrees consisting primarily of

fish; frozen, prepared and packaged entrees consisting of primarily of shellfish; frozen, prepared and packaged entrees consisting primarily of vegetables; beef, hot dogs; ground beef patties; turkey franks; seasoned taco meat; chicken; southwestern chicken sausage; chicken apple sausage; marinated chicken breasts; pork; pork barbecue; peppered pork tenderloin, seafood; shrimp not live; dinner package consisting of chicken, potatoes, corn and green beans; dinner package consisting of ground buffalo, ostrich strips; alligator tail meat, rack wild boar ribs, kangaroo filet, bag rattlesnake; dinner package consisting of shellfish and fish; dinner package consisting of barbecue chicken, barbecue pork, lasagna, and macaroni and cheese; dinner package consisting of filet mignon, ribeye steak, chicken kabob and salmon steak; dinner package consisting of t-bone steak, ribeye, New York strip steak, and filet mignon; dinner package consisting of baby back ribs, macaroni and cheese, potato puffs, vegetable package, apple pie; dinner package consisting of filet mignon, lobster and cheesecake

- Class 30: Food including—frozen, prepared and packaged entrees consisting primarily of pasta; pizza; pizza bagels; puff pastry cheese pizza, fajitas, burritos; chimichangas; and stuffed bread; chicken biscuit sandwich; pork sausage biscuit sandwich, cheesecake; chocolate cake; lasagna; tortellini; dinner package consisting of lasagna, tortellini and stuffed shells; dinner package consisting of fajitas, chimichangas, and burritos; dinner package consisting of pizza; breakfast package consisting of orange juice, waffles, microwave cheese omelets, hash brown potato cakes, pork sausage biscuit sandwiches; kids meal consisting of pizza, chimichangas, burritos, chicken nuggets; dessert package consisting of cheese cake, chocolate chip cookies and key lime pie
- Class 42: Services including retail phone, mail order and door-to-door services in the field of food; online retail sale of food products and cookware via the internet

C. STATE TRADEMARK REGISTRATIONS

Mark: COLORADO PRIME FOOD RESTAURANT QUALITY FOOD
AT HOME SINCE 1959 and Design
State: Wisconsin
Status: Registered
Registered: March 4, 1998
Class 35: The direct sale of food and food related products to consumers

Mark: COLORADO PRIME FOODS AND DESIGN
State: Georgia
Status: Registered
Reg. No.: T16,854
Registered: January 13, 1998
Class 29: Direct sale of food and food related products to consumers

D. TRADEMARK LICENSES

