

07-17-2001

Form PTO-1594
1-31-92



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HEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
I and K Distributors, Inc. 7/2/01

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Ohio
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Morgan Guaranty Trust Company of New York
 Internal Address: _____
 Street Address: 60 Wall Street
 City: New York State: New York ZIP: 10260-0060

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: January 16, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\
Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Jaenicke, Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 12

7. Total fee (37 CFR 3.41): \$ 315.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

07/16/2001 DBYRNE 00000028 231705 75439559
01 FC:481 40.00 CH
02 FC:482 275.00 CH

DO NOT USE THIS SPACE

9. 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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke Signature
4/4/01 Date
 Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A - TRADEMARKS

Title	S/N Reg. #, etc.	Status
RENO'S (& Design)	U.S. 75/439,559	Filed 2/24/1998; application suspended, negotiating agreement with Reno's Roadhouse, Inc.
IT'S GRANDMA GOOD	U.S. 2,302,775	Appln. 75/437,233 filed 2/19/1998, issued 12/21/1999.
YODER'S	U.S. 2,305,367	Appln. 75/439,558 filed 2/24/1998, issued 1/4/2000.
SOUTHERN SALADS "NEAREST TO HOMEMADE" LEXINGTON, KENTUCKY (& Design)	U.S. 802,351	Appln. 72/194,250 filed 5/25/1964, issued 1/18/1966, renewed 4/22/1986.
LINTONI'S	U.S. 2,332,334	Appln. 75/672,791 filed 4/1/1999, issued 3/21/2000.
BERNEA FARMS	U.S. 1,598,796	Appln. 73/788,820 filed 3/24/1989, issued 5/29/1990. Renewal application filed 4/19/2000.
THEY'RE GRANDMA GOOD	U.S. 75/436,792	Filed 2/19/1998. Abandoned 1/6/2000.
YODER'S OLD FASHION SALADS	State of Ohio TM 13,075	Issued 12/4/1989. Renewal 9/3/1999.
YODER'S OLD FASHION SALADS	U.S. 1,643,738	Appln. 74/005,845 filed 11/17/1989, issued 5/7/1991. Cancelled 12/23/1997.
CHEF BERNEA	U.S. 1,602,577	Appln. 73/788,816 filed 3/24/1989. Issued 6/19/1990.
BERNE'A	U.S. 1,610,670	Appln. 73/788,813 filed 3/24/1989. Issued 8/21/1990.

Title	S/N Reg. #, etc.	Status
RENO'S PIZZA	State of Ohio TM 10,735	Issued 12/18/1984. Abandoned.
LINTONI'S PIZZA	State of Ohio TM 10,734	Issued 12/18/1984. Abandoned.
LINTONI'S (stylized letters)	U.S. 1,374,957	Appln. 73/519,346 filed 1/24/1985, issued 12/10/1985, cancelled 9/8/1992.
RENO'S (& Design)	U.S. 1,406,028	Appln. 73/519,345 filed 1/24/1985, issued 8/19/1986, cancelled 4/6/1993.

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, I and K Distributors, Inc., an Ohio corporation (the "Grantor") with principal offices at 1600 Gressel Drive, Delphos, Ohio 45833, 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 (the "Patents") set forth on Schedule B attached hereto, and (iii) all of the Grantor's rights, title and interest in and to the United States copyrights (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 16th day of January, 2001.

I and K DISTRIBUTORS, INC., as Grantor

By *James I. Raffkesaeth*
Name: James I. Raffkesaeth
Title: Assistant Secretary

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 22nd

day of January, 2001.

I and K DISTRIBUTORS, INC., as Grantor

By _____

Name:

Title:

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

By *Catherine Galle*
Name: *Catherine Galle*
Title: *Vice President*

STATE OF Texas)
COUNTY OF Tarrant) ss.:

On this 16th day of January, 2001, before me personally came James I. Rafferty who, being by me duly sworn, did state as follows: that [s]he is Assistant Secretary of I and K Distributors, 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.

Shawna M. Stevens
Notary Public

SCHEDULE B - PATENTS

PATENT

REG. NO.

FILING DATE

NONE

SCHEDULE C - COPYRIGHTS

NONE