

11-23-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARKR SHEET
LY

TO: The Commissioner of Pat.

101900470

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☐ Merger☐ Change of Name☐ OtherEffective Date
Month Day Year

10 30 2001

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name

FURMAN FOODS, INC.

Execution Date
Month Day Year
10 30 2001

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation☐ Other☒ State of Incorporation State of Pennsylvania

Receiving Party

☐ Mark if additional names of conveying parties attached

Name

GENERAL ELECTRIC CAPITAL CORPORATION

DBA/AKA/TA

Composed of

Address (line 1)

800 Connecticut Avenue

Address (line 2)

Two North

Address (line 3)

Norwalk

City

Connecticut

State/Country

06854

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other☒ State of Incorporation

State of Delaware

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11/21/2001 LMEILLER 00000126 74340148

01 FC:481
02 FC:48240.00 OP
475.00 OP

U.S. Patent & TMO/TM Mail Rpt. Dt. #40

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 is attached.
(Designation must be a separate document from Assignment)

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 nation 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: 002398 FRAME: 0460

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Stephen H. Alpert, Esq.

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-661-9100

Name Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1) Joseph T. Makseyn

Address (line 2) 230 Park Avenue

Address (line 3) New York, New York 10169

Address (line 4)

Pages

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

#

6

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Trademark Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s) See Attached

Registration Number(s)
See Attached

Number of Properties

Enter the total number of properties involved. #

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$515.00

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:

#

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.

Joseph T. Makseyn

Name of Person Signing

Signature

Date

11/9/01

TRADEMARK

REEL: 002398 FRAME: 0461

Trademarks

<u>Mark</u>	<u>Filed</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Bella Vista	12/15/92	74/340,148	7/19/94	1,845,785
Bella Vista	12/30/76	73/111,152	8/16/77	1,071,558
Conte	11/14/85	568,529	8/05/86	1,404,266
Conte The Original (Stylized)	12/09/63	182,599	11/24/64	780,682
Dececco	10/29/98	72/043,127	7/05/60	700,623
Delterra	4/29/80	260,187	6/21/83	1,243,001
Furman's	12/15/92	74/340,147	3/01/94	1,824,521
Furman's	12/26/47	545,470	9/13/49	515,081
Furman's Family Farm Since 1921 & Design	12/15/92	74/340,323	9/10/96	2,000,157
Furmano's	12/15/92	74/340,146	8/03/93	1,785,732
Furmano's	7/17/78	178,633	7/10/79	1,121,948
Furmano's Primario & Design	10/23/95	75/008,375	5/12/98	2,157,205
Marzano	10/29/98	75/222,360	1/13/98	2,128,831
Nature's Acres	4/24/72	422,359	3/13/73	955,343
Nomis	12/15/92	74/340,149	12/28/93	1,813,923
Nomis	7/17/78	178,634	7/10/79	1,121,949
Point View	5/20/70	360,325	4/13/71	911,282
Red Cross Brand & Design	6/11/53	71/648,628	6/15/54	591,342
Red Cross Brand & Design	8/19/1905	11,790	3/06/1906	50,291
The Tomato People	9/24/96	75/170,921	5/04/99	2,243,147

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2001, by FURMAN FOODS, INC., a Pennsylvania corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans to Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, 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.

FURMAN FOODS, INC.

By: Paul S. Dubendorf
Name: Paul S. Dubendorf
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By: Michael Reilly
Name: MICHAEL REILLY
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 30th day of October, 2001, before me personally appeared Paul S. Dubendorf, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FURMAN FOODS, INC., 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.

Ellen M Allen

Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5057123
Qualified in Suffolk County 2002
Commission Expires March 18, 2002

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks

Mark	Filed	Application Number	Registration Date	Registration Number
Bella Vista	12/15/92	74/340,148	7/19/94	1,845,785
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Red Cross Brand & Design	8/19/1905	11,790	3/06/1906	50,291
The Tomato People	9/24/96	75/170,921	5/04/99	2,243,147

TRADEMARK LICENSES

None