

12-10-2001



Form PTO-1594
1-31-92

11.12.01

101911067

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):
 U Save Foods, Inc. (d/b/a Sixth Street Foods Stores, Inc.)

Individuals Association
 General Partnership - Limited Partnership:
 Corporation - State: Nebraska
 Other:

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - _____

Execution Date: August 13, 2001

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

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 3

7. Total fee (37 CFR 3.41): \$ 90.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705

(Attach duplicate copy of this page if paying by deposit account)

12/10/2001 LMJELLER 00000028 231705 75698102

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 50.00 CH

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

11/12/01
 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

<u>Applications for:</u>	<u>Serial No.</u>	<u>Filed Date</u>
IT'S BETTER	75/698102	May 3, 1999
IT'S BETTER ... WAY BETTER	75/697775	May 3, 1999
U-SAVE FOODS; IT'S BETTER ... WAY BETTER	75/697635	May 3, 1999

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, U Save Foods, Inc. (d/b/a Sixth Street Foods Stores, Inc.), a Nebraska corporation (the "Grantor") with offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-355, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (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 Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the marks 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 assignors from time to time party thereto and the Grantee, dated as of December 19, 2000 (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 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 as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of the

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 13th day of August, 2001.

U SAVE FOODS, INC., Grantor

By: Robert B. Dimone
Name: _____
Title: _____

BANKERS TRUST COMPANY,
as Collateral Agent and Grantee

By: _____
Name: _____
Title: _____

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 13th day of August, 2001.

U SAVE FOODS, INC., Grantor

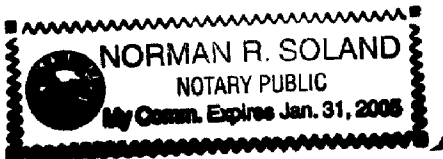
By: _____
Name:
Title:

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

By: Scotty D. Lindsey
Name: **Scotty Lindsey**
Title: **Vice President**

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

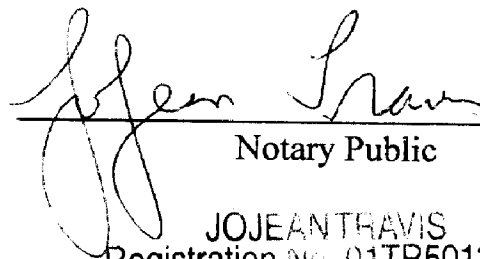
On this 22^D day of AUGUST, 2001, before me personally came ROBERT B. DIMOND who, being by me duly sworn, did state as follows: that ~~ts~~he is TREASURER of U Save Foods, Inc., that ~~ts~~he is authorized to execute the foregoing Grant on behalf said corporation and that ~~ts~~he did so by authority of the Board of Directors of said corporation.



Norman R. Soland
Notary Public

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

On this 7TH day of NOV., 2001, before me personally came SCOTTIE LINDSEY who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of Bankers Trust Company, 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.



Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2003