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01-28-2002



U.S. DEPAR
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09-19-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Tab settings

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

1. Name of conveying party(ies): G. 19 01
Money's Foods U.S. Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: August 29, 2001

2. Name and address of receiving party(ies)
Name: The Bank of Nova Scotia
Internal Address: Suite 2700
Street Address: 600 Peachtree Street NE
City: Atlanta State: GA Zip: 30308

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Georgia
- Other

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)

74 / 372 361

B. Trademark Registration No.(s)

1808703

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Don R. Hanmer

Internal Address:

Carrington, Coleman,
Sloan & Blumenthal, L.L.P.

Street Address: 200 Crescent Court

Suite 1500

City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Don R. Hanmer
Name of Person Signing

[Signature]
Signature

Sept. 12, 2001
Date

Total number of pages including cover sheet, attachments, and document: 9

10/01/2001 GTDN11 0000033 74372361

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 DP
75.00 DP

Refund Ref: 10/01/2001 GTDN11 0000110424

CHECK Refund Total: 445.00

TRADEMARKS ONLY

Continuation of Item 4:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75/575935	2471987
75/701415	Application pending
75/701414	Application pending

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK AGREEMENT (this "Agreement") dated as of August 29, 2001 is between MONEY'S FOODS U.S. INC., a Delaware corporation (herein called the "Company"), and THE BANK OF NOVA SCOTIA ("Lender").

W I T N E S S E T H:

WHEREAS, the Company (sometimes referred to herein as the "Borrower") among others entered into a Credit Agreement with The Bank of Nova Scotia, as Lender, dated as of January 31, 2000 (the "Prior Credit Agreement"), and in connection therewith, the Borrower among others entered into a Security Agreement, dated as of January 31, 2001 (the "Prior Security Agreement"), and in connection therewith, the Borrower among others entered into a Trademark Security Agreement, dated as of January 31, 2000 (the "Prior Trademark Security Agreement"); and

WHEREAS, the Borrower and the Lender have entered into an Amended and Restated Credit Agreement (the "Amended Credit Agreement"), which amends and restates the Prior Credit Agreement, and in connection therewith, Borrower and Lender entered into an Amended and Restated Security Agreement (the "Amended Security Agreement"), which amends and restates the Prior Security Agreement, and in connection therewith, Borrower and Lender have agreed to amend and restate the Prior Trademark Security Agreement.

NOW, THEREFORE, in consideration of any loan or other financial arrangement heretofore or hereafter made to the Borrower by the Lender, pursuant to the Amended Credit Agreement or otherwise, and for other good and valuable consideration, the parties hereto agree 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 meaning provided in the Amended Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities (as defined in the Amended Security Agreement), Borrower 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 listed on Exhibit A hereto;

(b) all Trademark licenses, including each Trademark license listed on Exhibit A 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 the Company against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license listed on Exhibit A 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. Amended Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the 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 the Lender for its benefit under the Amended Security Agreement. The Amended Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities, the Lender shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral that has been granted hereunder.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Amended 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. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

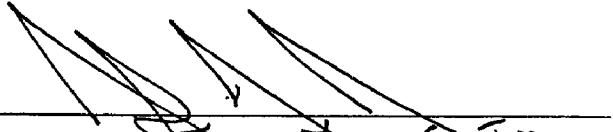
IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

Address:

1501 Stampede Avenue
Suite 1091, Unit #9009
Cody, Wyoming 82414

BORROWER:

MONEY'S FOODS U.S. INC.

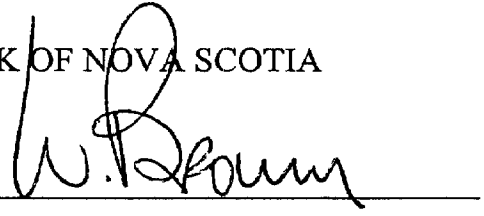

By: Scott J. Young, Sr.
Title: TREASURER

Address:

40 King Street West
29th Floor
Toronto, Ontario M5H 1H1
Canada

LENDER:

THE BANK OF NOVA SCOTIA


By: W.J. BROWN
Title: VICE PRESIDENT

MONEY'S FOODS U.S. INC. STATUS CHART*
U.S. Trademark Applications/Registrations

MARK	OWNER	COUNTRY	GOODS AND SERVICES	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NEXT ACTION
FULL HOUSE 51545-0002	1. Money's Foods U.S. Inc. (Del. corp.) 8/17/01 - Documents filed to update record title from Viasic Farms, Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Ohio Corp.) and to update record title from Money's Foods U.S. Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Del. Corp.) 2. Montreal Trust Company of Canada filed a Security Interest against this mark on 6/6/00	U.S.	Mushrooms and compost supplement in Class 31; Mushroom spawn in its vegetative state, and mushroom casing spawn in its vegetative state in Class 31	Registered	74/372361	03/29/1993	1808703	12/07/1993	Renewal due 12/07/2003
SPEEDSPAWN 51545-0003	1. Money's Foods U.S. Inc. (Del. corp.) 8/17/01 - Document filed to update record title from Money's Foods U.S. Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Del. Corp.) 5/21/01 - Document filed to update record title from Viasic Farms, Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Ohio Corp.) 2. Montreal Trust Company of Canada filed a Security Interest against this mark on 6/6/00	U.S.	Mushroom spawn in its vegetative state, on a non- grain substrate, and retaining a nutrient additive mixture used in the growth of mushrooms in Class 31	Registered	75/575935	10/23/1998	2471987	07/24/2001	Renewal due 07/24/2011
MUSHROOM MADNESS 51545-0008	1. Money's Foods U.S. Inc. (Del. corp.) 8/17/01 - Document filed to update record title from Money's Foods U.S. Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Del. Corp.) 7/27/01 - Document filed to update record title from Viasic Farms, Inc. (Ohio Corp.) to Money's Foods U.S. Inc. (Ohio Corp.) 2. Montreal Trust Company of Canada filed a Security Interest against this mark on 6/6/00	U.S.	Fresh mushrooms in Class 31	Published	75/701415	05/10/1999			Statement of Use or 4 th Request for Extension of Time due 02/15/2002

* This Schedule does not include trademark matters for Money's Mushroom Ltd., the Canadian parent company of Money's Foods U.S. Inc.

MARK	OWNER	COUNTRY	GOODS AND SERVICES	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NEXT ACTION
MUSHROOM MANIA 51545-0007	<p>1. Money's Foods U.S. Inc. (Del. corp.) 8/17/01 - Document filed to update record title from Money's Foods U.S. Inc. (Ohio Corp) to Money's Foods U.S. Inc. (Del. Corp.) 7/27/01 - Document filed to update record title from Viasic Farms, Inc. (Ohio Corp.) to Money's Foods U.S. I</p> <p>2. Montreal Trust Company of Canada filed a Security Interest against this mark on 6/6/00</p>	U.S.	Fresh mushrooms in Class 31	Published	75701414	05/10/1999			Statement of Use or 4 th Request for Extension of Time due 02/15/2002

TRADEMARK
REEL: 002430 FRAME: 0844

MONEY'S FOODS U.S. INC. STATUS CHART
Foreign Applications/Registrations

MARK	OWNER	COUNTRY	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NEXT ACTION
SPEEDSPAWN 51545-0011	Vlasic Farms, Inc. (Ohio corp.)	Mexico	Registered	377130	05/28/1999	614941	05/28/1999	Renewal due 5/28/2009
FULL HOUSE Plus Design 51545-0012	Vlasic Farms, Inc. (Ohio corp.)	Australia	Registered	756183	03/02/1998	756183	05/26/2000	Renewal due 3/2/2008

MONEY'S FOODS U.S. INC. STATUS CHART
Abandoned Marks

MARK	OWNER	COUNTRY	STATUS	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE	NEXT ACTION
MONEY'S BEEFSTEAK MUSHROOMS 51545-0016	Viasic Farms, Inc. (Ohio corp.)	U.S.	Abandoned	76/007066	03/22/00			
FULL HOUSE 51545-0013	Viasic Farms, Inc. (Ohio corp.)	India	Abandoned	763681 - (Class 31)	07/07/1997			
FULL HOUSE 51545-0014	Viasic Farms, Inc. (Ohio corp.)	India	Abandoned	763682 - (Class 1)	07/07/1997			
BEEFSTEAK 51545-0009	Viasic Farms, Inc. (Ohio corp.)	U.S.	Abandoned	75/701416	05/10/1999			
MUSHROOMS MAKE ORDINARY MEALS SPECIAL 51545-0006	Viasic Farms, Inc. (Ohio corp.)	U.S.	Abandoned	75/701417	05/10/1999			
RESTAURANT STYLE GRILLERS 51545-0004	Viasic Farms, Inc. (Ohio corp.)	U.S.	Abandoned	75/701418	05/10/1999			
SAUTE MEDLEY 51545-0005	Viasic Farms, Inc. (Ohio corp.)	U.S.	Abandoned	75/701419	05/10/1999			