

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

101960232

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

1. Name of conveying party(ies): Shofar Kosher Foods, Inc. 1-16:00
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) PNC Bank, N.A. successor by merger
Name: Midlantic Bank
Internal Mailstop P1-POPP-LB-7
Address:
Street Address: 249 Fifth Ave One PNC Plaza
City: Pittsburgh State: PA Zip: 15222
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Financial Institution
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 Agreement Change of Name Other Release Of Pledge Of Trademarks As Security
Execution Date: 01/05/1995

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Attached 74493881
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: PNC Bank, N.A.
Internal Address: Mailstop P1 POPP-LB-7
Street Address: 249 Fifth Ave One PNC Plaza
City: Pittsburgh State: PA Zip: 15222

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00
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.
Debra L Gaus Name of Person Signing Debra L Gaus Signature 11-2-01 Date

Total number of pages including cover sheet, attachments, and document: 7

01/24/2002 LNUELLER 00000235 74493881

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 OP 100.00 OP

**SCHEDULE A****TRADEMARK APPLICATIONS:**

**Applicant:** Shofar Kosher Foods, Inc.

**Serial No.:** 74/493881

**Mark:** Mrs. Weinberg's

**Applicant:** Shofar Kosher Foods, Inc.

**Serial No.:** 74/493882

**Mark:** Shofar

**Applicant:** Shofar Kosher Foods, Inc.

**Serial No.:** 74/493883

**Mark:** Orenstein

**Applicant:** Shofar Kosher Foods, Inc.

**Serial No.:** 74/493884

**Mark:** Shofar Kosher Foods and Design

**Applicant:** Shofar Kosher Foods, Inc.

**Serial No.:** 74/493885

**Mark:** Mallmar

TRADEMARK

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**PLEDGE OF TRADEMARK AS SECURITY**

**5** This Pledge of Trademarks as Security ("Pledge") made this day of January, 1995, by SHOFAR KOSHER FOODS, INC., ("Borrower"), a Delaware corporation, with offices located at 124 Malvern Street, Newark, New Jersey 07105, and delivered to MIDLANTIC BANK, N.A. ("Midlantic") with offices located at 100 Walnut Avenue, Clark, New Jersey 07066.

**W I T N E S S E T H:**

WHEREAS, Borrower has applied for the Trademarks listed on Schedule "A" annexed hereto (the "Applications"), as evidenced by records in the Office of the Commissioner of Patents and Trademarks of the United States; and

WHEREAS, Borrower is the owner of and has exclusive right, title and interest in and to said Applications, and

WHEREAS, Midlantic is contemporaneously herewith entering into a commercial financing arrangement with Borrower pursuant to which loans and advances may be made by Midlantic to Borrower (hereinafter referred to as the "Loan"), and

WHEREAS, Midlantic desires to acquire the Applications and the Trademarks when issued (the "Trademarks") as security for the Loan and all other obligations of Borrower to Midlantic related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Borrower and Midlantic, intending to be legally bound, hereby covenant and agree as follows:

1. To secure the Loan and all other obligations of Borrower to Midlantic related thereto, Borrower hereby assigns and sets over to Midlantic and grants to Midlantic a security interest in and to all of its present and future, right, title and interest in and to the Applications and the Trademarks and proceeds thereof.
2. Borrower hereby covenants and agrees to promptly take all necessary action, at its own cost and expense, to cause the Applications to be processed and the Trademarks to be issued without delay.
3. Borrower hereby covenants and agrees, that it will take no action to abandon the application and, once issued,

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TRADEMARK

the Trademarks and shall take all reasonable action necessary to preserve said Trademarks.

4. So long as Borrower is not in default hereunder or under the Loan, or under any of the other security agreements now or hereafter entered into between Borrower and Midlantic, Borrower shall have an exclusive license to make, use and sell under the Trademarks and freely license and sub-license others thereunder, and Midlantic shall have no right to make, use or sell under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title to Trademarks to any third party, provided, however, that any and all licenses which Borrower may grant to others shall be subject to the terms and conditions of this Pledge.
5. If Borrower shall be in default hereunder, or under the Loan, or under any of the other security agreements now or hereafter entered into between Borrower and Midlantic, Borrower hereby covenants and agrees that Midlantic, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, under the security agreements now or hereafter entered into between Borrower and Midlantic or otherwise permitted by law, in Midlantic's exclusive discretion to foreclose upon the Applications or, if issued, the Trademarks. For such purposes and in the event of Borrower's default hereunder or under the security agreements, Borrower hereby authorizes and empowers Midlantic to constitute and appoint any officer or agent of Midlantic as Midlantic may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to assign to others all Borrower's right, title and interest in and to the Applications or the Trademarks, as the case may be, and, as appropriate, endorse Borrower's name on all applications, documents, papers and instruments necessary for Midlantic to process the Applications or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party or necessary for Midlantic to assign, pledge, convey or otherwise transfer title in the Applications or Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge, the security agreements and until the Loan and

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all obligations of Borrower to Midlantic related thereto have been paid and satisfied in full.

- 6. All rights and remedies of Midlantic granted to Midlantic shall be in addition to any rights and remedies granted to Midlantic under any of the other security agreements now or hereafter entered into between Borrower and Midlantic.
- 7. Upon Borrower's performance of all of its obligations under the security agreements and full payment and satisfaction of the loan and all of Borrower's liabilities to Midlantic related thereto, Midlantic shall execute and deliver to Borrower a written reassignment of Lender's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Borrower to cancel all rights of Midlantic in or under the Trademarks.
- 8. While Midlantic is a secured party assignee, it shall have no obligation or responsibility to protect or defend the Applications or the Trademarks and Borrower shall, at its own expense, protect, defend and maintain the same. If Borrower fails to comply with the foregoing, Midlantic may do so in its own name or in Borrower's name, but at Borrower's expense.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first written above.

ATTEST:

SHOPAN KOSHER FOODS, INC.

By:

[Signature]  
Suzant, Chief Admin. Officer

By:

[Signature]  
ALAN B. MOORE, President

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ACCEPTED AND AGREED TO:

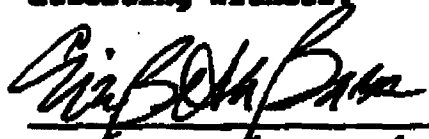
MIDLANTIC BANK, N.A.

By:

Suzan M. Graham  
SUZAN M. GRAHAM  
Vice President

STATE OF NEW JERSEY :  
:SS  
COUNTY OF MORRIS :

BE IT REMEMBERED, that on this 5th day of January, 1995, before me the subscriber, an officer authorized pursuant to N.J.S.A. 46:14-6, personally appeared Alan B. Moore, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the President of Shofar Kasher Foods, Inc., the corporation named in the within instrument; that Alan B. Moore is the President of said corporation, that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of the said corporation; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said President as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
Elizabeth Ann Smith  
Attorney at Law of NJ

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RECORD & RETURN TO:  
EICHLER, FERGUSON, GOTTILLA & RUDNICK, P.C.  
97 Main Street, P.O. Box 970  
Chatham, New Jersey 07928  
File No. 53546/02

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Mark: Orenstein

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Serial No.: 74/493884  
Mark: Shofar Kosher Foods and Design

Applicant: Shofar Kosher Foods, Inc.  
Serial No.: 74/493885  
Mark: Mallnar

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