03-14-2002

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

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

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):

Orion Food Systems, LLC 2-27-02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other South Dakota limited liability company

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

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as Agent

Internal Address:

Street Address: 303 West Madison St. Ste. 1200

City: Chicago State: IL Zip: 60606

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Delaware limited liability company

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

OFFICE OF PUBLIC RECORDS
2002 FEB 27 PM 3:13
FINANCE SECTION

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 2/15/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) see attached Schedule I

B. Trademark Registration No.(s) see attached Schedule I

Additional number(s) attached [x] Yes [ ] No

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

Name: Sharon Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 87

7. Total fee (37 CFR 3.41).....$ 2,190.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

03/13/2002 DBYRNE 00000054 2383639
01 FC:481 40.00 OP
02 FC:482 2150.00 OP

Sharon S. Patterson — Name of Person Signing

Sharon S. Patterson — Signature

2/26/02 — Date

Total number of pages including cover sheet, attachments, and document: 26

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

Mark	Reg. #	Reg. Date
MEAN GENE'S BURGERS®	2,188,577	09/08/98
MEAN GENE'S BURGERS®	2,327,876	03/14/00
MOOSE BROS.®	1,966,686	04/09/96
MOOSE BROS.®	2,172,929	07/14/98
MOOSE BROS.®	2,173,152	07/14/98
NAP'S®	2,456,467	05/29/01
NAP'S® & Design	2,450,237	05/08/01
ORION FOOD SYSTEMS®	1,936,914	11/21/95
ORION FOOD SYSTEMS®	1,993,860	08/13/96
ORION FOOD SYSTEMS® & Design	2,169,665	06/30/98
ORION®	1,581,808	02/06/90
ORION®	1,580,464	01/30/90
PIZZA PATROL®	1,469,274	12/15/87
PIZZA PATROL® and Design	1,501,525	08/23/88
SMASH HIT SUBS®	1,916,687	09/05/95
SMASH HIT SUBS®	2,327,875	03/14/00

TRADEMARK
REEL: 002457 FRAME: 0479

TRADEMARK
REEL: 002457 FRAME: 0480

Mark	Reg. #	Reg. Date
SMASH HIT SUBS® and Design	1,918,606	09/12/95
SMASH HIT®	1,853,236	09/06/94
STONE WILLY'S®	2,011,058	07/28/00
UNCLE ANGELO'S®	2,009,910	10/22/96
COOL STUFF®	2,029,159	01/07/97
9-STAR SYSTEM®	2,459,559	06/12/01
9-STAR®	2,420,884	01/16/01
ANYTIME'S A GREAT TIME FOR HOT STUFF!®	1,982,416	
ANYTIME'S A GREAT TIME FOR READING!®	2,022,551	12/10/96
BLAZIN'® (Owned by Schwan's IP, LLC and licensed to Grantor.)	2,355,343	06/06/00
CINNAMON SWIRL DESIGN	2459795	6/12/01
FRESH SUBS, MADE-TO-ORDER...FAST!®	1,984,869	07/02/96
GARDEN DELUXE®	1,734,126	11/17/92
GET MOOSE•I•FIED!® (stylized letters)	1,792,001	09/07/93

Mark	Reg. #	Reg. Date
GOTTA TRY IT! GONNA LOVE IT!®	1,899,399	6/13/95
GRIPPER'S GRILL®	2239818	04/13/99
GRIPPER'S GRILL® and Design	2239819	04/13/99
HOT GRIP™	2481953	8/28/01
MASTERPIECE SUPREME®	1,602,642	06/19/90
MAXWRAPS®	2,263,688	
MAXWRAPS® and Design	2,239,816	04/13/99
MAXWRAPS GRIPPER'S GRILL® and Design	2,273,063	08/24/99
MEGARITO®	2,263,789	07/20/99
MEL & MARTY'S BOOKREADER PROGRAM®	1,986,874	07/16/96
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,806,306	11/23/93
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,664,254	11/12/91
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,870,790	12/27/94
NAPPETIZERS™	2,469,588	7/1/01

TRADEMARK
REEL: 002457 FRAME: 0481

Mark	Reg. #	Reg. Date
ONE COMPANY, ONE CONTACT, ONE CALL®	2,353,867	05/30/00
PERSONAL SIZE PAN PIZZA HOT STUFF PIZZA™ and Design	1,983,994	7/2/96
QUALITY PRODUCTS THROUGH QUALITY PEOPLE®	1,945,345	01/02/96
THE BURGER THAT SAYS BITE ME.®	2,221,802	02/02/99
THE FOREST OF DISCOVERY®	2,022,523	12/10/96
THE FOREST OF DISCOVERY® and Design	2,030,941	01/14/97
THE PERFECT 10"®	2,265,883	07/27/99
"THE SUB WITH THE BIG LEAGUE TASTE!"®	1,918,605	9/12/95
THE TRIPLER™	2,461,543	6/19/01
WE KNOW CONVENIENCE®	1,984,526	07/02/96

TRADEMARK
REEL: 002457 FRAME: 0482

TRADEMARK
REEL: 002457 FRAME: 0483

2. TRADEMARK APPLICATIONS

A. U.S. Applications

Mark	Application Number	Application Date
CINNAMON STREET BAKERY™ & Design	76/168,621	11/20/00
HOMETOWN HEROES SM & DESIGN	76/161917	11/08/00
ORION FOOD SYSTEMS SM & Design	75/323279	04/07/98
SMASH HIT SUBS™ and Design	76/116842	08/25/00
CINNAMON SWIRL DESIGN	76/141703	10/5/00
GRIPPER™	75/566769	10/8/98

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2002, by ORION FOOD SYSTEMS, LLC, a South Dakota limited liability ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral 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 "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Collateral 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 the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks 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. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

ORION FOOD SYSTEMS, LLC

By Steven K Watkins
Name Steven K. Watkins
Title Manager

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By_____
Name _____
Title _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 14th day of February, 2002 before me personally appeared Steven K. Watkins, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Orion Food Systems, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal}

Notary Public

"OFFICIAL SEAL"
NANCY WEGRYZN
Notary Public, State of Illinois
My Commission Expires 01/25/04

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.

ORION FOOD SYSTEMS, LLC

By_____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By Terry Capsay
Name Terry Capsay
Title Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) SS
COUNTY OF)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Orion Food Systems, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

{seal} _____
Notary Public

TRADEMARK
REEL: 002457 FRAME: 0487

TRADEMARK
REEL: 002457 FRAME: 0488

SCHEDULE I

REGISTERED TRADEMARKS AND MATERIAL TRADEMARK LICENSES

1. TRADEMARK REGISTRATIONS

A. U.S. Trademarks

Mark	Reg. #	Reg. Date
ASIAN CREATIONS®	2,383,639	09/05/00
CHIX CHICKEN®	2,453,904	5/22/01
CHIX CHICKEN®	2,416,530	12/26/00
CHIX THE CHICKEN STATION®	2,327,874	3/14/00
CINNAMON STREET BAKERY®	1,962,438	03/12/96
CINNAMON STREET®	2,089,447	08/19/97
CINNAMON STREET®	2,106,779	10/21/97
CINNAMON STREET®	2,089,424	08/19/97
Cinnobabies®	2,348,068	05/09/00
Cookie Jar Design	2,388,880	9/19/00
EDDIE PEPPERS®	1,910,670	08/08/95
GRAHAM'S GRILL®	2,470,417	7/17/01

TRADEMARK
REEL: 002457 FRAME: 0489

Mark	Reg. #	Reg. Date
HOT STUFF PIZZA®	1,934,189	11/07/95
HOT STUFF PIZZA®	1,934,188	11/07/95
HOT STUFF PIZZA® and Design	1,983,972	07/02/96
HOT STUFF PIZZERIA® and Design	1,677,993	03/03/92
HOT STUFF PIZZERIA® and Design	1,646,945	06/04/91
HOT STUFF PIZZERIA® and Design	1,610,846	08/21/90
HOT STUFF PIZZERIA DELI & BAKERY® and Design	1,605,063	07/03/90
HOT STUFF®	1,273,749	04/10/84
HOT STUFF®	1,599,748	06/05/90
HOT STUFF®	1,597,883	05/22/90
HOT STUFF®	2,449,152	05/08/01
JOEY PAGODA'S ORIENTAL EXPRESS®	1,964,436	03/26/96
JOEY PAGODA'S ORIENTAL EXPRESS®	1,890,705	04/18/95
JOEY PAGODA'S®	2,167,686	06/23/98
MACGREGOR'S MARKET®	1,959,788	03/05/96

TRADEMARK
REEL: 002457 FRAME: 0490

SCHEDULE I

REGISTERED TRADEMARKS AND MATERIAL TRADEMARK LICENSES

1. TRADEMARK REGISTRATIONS

A. U.S. Trademarks

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CHIX CHICKEN®	2,453,904	5/22/01
CHIX CHICKEN®	2,416,530	12/26/00
CHIX THE CHICKEN STATION®	2,327,874	3/14/00
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Cookie Jar Design	2,388,880	9/19/00
EDDIE PEPPERS®	1,910,670	08/08/95
GRAHAM'S GRILL®	2,470,417	7/17/01

TRADEMARK
REEL: 002457 FRAME: 0491

Mark	Reg. #	Reg. Date
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HOT STUFF PIZZA®	1,934,188	11/07/95
HOT STUFF PIZZA® and Design	1,983,972	07/02/96
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HOT STUFF®	1,273,749	04/10/84
HOT STUFF®	1,599,748	06/05/90
HOT STUFF®	1,597,883	05/22/90
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JOEY PAGODA'S ORIENTAL EXPRESS®	1,890,705	04/18/95
JOEY PAGODA'S®	2,167,686	06/23/98
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Mark	Reg. #	Reg. Date
MEAN GENE'S BURGERS®	2,188,577	09/08/98
MEAN GENE'S BURGERS®	2,327,876	03/14/00
MOOSE BROS.®	1,966,686	04/09/96
MOOSE BROS.®	2,172,929	07/14/98
MOOSE BROS.®	2,173,152	07/14/98
NAP'S®	2,456,467	05/29/01
NAP'S® & Design	2,450,237	05/08/01
ORION FOOD SYSTEMS®	1,936,914	11/21/95
ORION FOOD SYSTEMS®	1,993,860	08/13/96
ORION FOOD SYSTEMS® & Design	2,169,665	06/30/98
ORION®	1,581,808	02/06/90
ORION®	1,580,464	01/30/90
PIZZA PATROL®	1,469,274	12/15/87
PIZZA PATROL® and Design	1,501,525	08/23/88
SMASH HIT SUBS®	1,916,687	09/05/95
SMASH HIT SUBS®	2,327,875	03/14/00

TRADEMARK
REEL: 002457 FRAME: 0492

TRADEMARK
REEL: 002457 FRAME: 0493

Mark	Reg. #	Reg. Date
SMASH HIT SUBS® and Design	1,918,606	09/12/95
SMASH HIT®	1,853,236	09/06/94
STONE WILLY'S®	2,011,058	07/28/00
UNCLE ANGELO'S®	2,009,910	10/22/96
COOL STUFF®	2,029,159	01/07/97
9-STAR SYSTEM®	2,459,559	06/12/01
9-STAR®	2,420,884	01/16/01
ANYTIME'S A GREAT TIME FOR HOT STUFF!®	1,982,416	
ANYTIME'S A GREAT TIME FOR READING!®	2,022,551	12/10/96
BLAZIN'® (Owned by Schwan's IP, LLC and licensed to Grantor.)	2,355,343	06/06/00
CINNAMON SWIRL DESIGN	2459795	6/12/01
FRESH SUBS, MADE-TO-ORDER...FAST!®	1,984,869	07/02/96
GARDEN DELUXE®	1,734,126	11/17/92
GET MOOSE•I•FIED!® (stylized letters)	1,792,001	09/07/93

Mark	Reg. #	Reg. Date
GOTTA TRY IT! GONNA LOVE IT!®	1,899,399	6/13/95
GRIPPER'S GRILL®	2239818	04/13/99
GRIPPER'S GRILL® and Design	2239819	04/13/99
HOT GRIP™	2481953	8/28/01
MASTERPIECE SUPREME®	1,602,642	06/19/90
MAXWRAPS®	2,263,688	
MAXWRAPS® and Design	2,239,816	04/13/99
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MEGARITO®	2,263,789	07/20/99
MEL & MARTY'S BOOKREADER PROGRAM®	1,986,874	07/16/96
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,806,306	11/23/93
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,664,254	11/12/91
MOOSE BROS. MEL MARTY CARRY-OUT PAN PIZZA® and Design	1,870,790	12/27/94
NAPPETIZERS™	2,469,588	7/1/01

TRADEMARK
REEL: 002457 FRAME: 0494

TRADEMARK
REEL: 002457 FRAME: 0495

Mark	Reg. #	Reg. Date
ONE COMPANY, ONE CONTACT, ONE CALL®	2,353,867	05/30/00
PERSONAL SIZE PAN PIZZA HOT STUFF PIZZA™ and Design	1,983,994	7/2/96
QUALITY PRODUCTS THROUGH QUALITY PEOPLE®	1,945,345	01/02/96
THE BURGER THAT SAYS BITE ME.®	2,221,802	02/02/99
THE FOREST OF DISCOVERY®	2,022,523	12/10/96
THE FOREST OF DISCOVERY® and Design	2,030,941	01/14/97
THE PERFECT 10"®	2,265,883	07/27/99
"THE SUB WITH THE BIG LEAGUE TASTE!"®	1,918,605	9/12/95
THE TRIPLER™	2,461,543	6/19/01
WE KNOW CONVENIENCE®	1,984,526	07/02/96

TRADEMARK
REEL: 002457 FRAME: 0496

2. TRADEMARK APPLICATIONS

A. U.S. Applications

Mark	Application Number	Application Date
CINNAMON STREET BAKERY™ & Design	76/168,621	11/20/00
HOMETOWN HEROES SM & DESIGN	76/161917	11/08/00
ORION FOOD SYSTEMS SM & Design	75/323279	04/07/98
SMASH HIT SUBS™ and Design	76/116842	08/25/00
CINNAMON SWIRL DESIGN	76/141703	10/5/00
GRIPPER™	75/566769	10/8/98

TRADEMARK
REEL: 002457 FRAME: 0497

3. COMMON LAW TRADEMARKS

(a) HOT STUFF PIZZA SM and Design

(b) SUMMIT SUBS™

(c) ALWAYS EAT BBQ WITH YOUR MOUTH FULL™

(d) BAG A GREAT DEAL™

(e) BBQ GOES WITH WHATEVER YOU'RE WEARIN™

(f) CAMELWARE SM

(g) CLASSIC BACON CHEESEBURGER™

(h) Come Getcha Some™

(i) DOUBLE STUFFS™

(j) EAT 'TIL YOU'RE TIRED™

(k) EXCELLENCE THROUGH INNOVATION SM

(l) FIVE-MEAT SUPREME™

(m) FOOD COURT EXPRESS SM

(n) GET A GRIP™

(o) GREAT FOOD. READY TO GO!™

(p) GRIP IT & RIP IT™

TRADEMARK
REEL: 002457 FRAME: 0498

(q) IF YOU AIN'T MESSY, YOU AIN'T DONE™

(r) IF YOU THINK YOU'VE HAD GOOD BBQ, YOU'VE BEEN LIVIN A LIE™

(s) LEGENDARY COMBO MEAL™

(t) MEAN SIZE™

(u) OLD FASHIONED POTROAST™

(v) ONE COMPANY, ONE CONTACT, ONE CALL ™

(w) ORIONWARE™

(x) PAPA PEPPERS™

(y) PUTTIN' THE FAST IN BREAKFAST™

(z) RESTAURANT QUALITY YOU COOK AT HOME™

(aa) RTG SALES BUILDING™

(bb) SAVOR SEAL™

(cc) SMOKIN' GOOD FOOD™

(dd) SUMMIT CLUB™

(ee) SUPER SAVOR™

(ff) TACO ATTACK PACK™

(gg) THE BURGER THAT SAYS BITE ME SM

(hh) THE GREAT STEAK PIZZA™

COMMON LAW TRADEMARKS

TRADEMARK
REEL: 002457 FRAME: 0499

(ii) THE HUNGER ZONE™

(jj) THE LANDSLIDE™

(kk) THE MEAT IS ALWAYS SWEETER CLOSE TO THE BONE™

(ll) TO SAUCE OR NOT TO SAUCE™

(mm) TRIPON™

(nn) TWICE TOPPED™

(oo) UNCHARTED TERRITORY

(pp) WHAT'S FOR DINNER™

(qq) WILLIA'S SIGNATURE™

(rr) YES...THERE IS A FREE LUNCH™

TRADEMARK
REEL: 002457 FRAME: 0500

4. TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement	Comment
(a) License Agreement	Orion Food Systems, LLC (f/k/a Orion Foods Systems, Inc.) and Schwan's IP, LLC ("Schwan's")	2/6/02	Grantor has a license to use the trademark BLAZIN' in connection with hamburgers sold under the brand MEAN GENE'S BURGERS.
(b) License Agreement	Orion Food Systems, LLC (f/k/a Orion Foods Systems, Inc.) and SSE Foods, Inc. ("SSE")	2/6/02	Grantor has granted SSE a license to use the trademark ASIAN CREATIONS in connection with food products and services.

TRADEMARK
REEL: 002457 FRAME: 0501

5. ABANDONED/CANCELLED TRADEMARKS

Country	Trademarks	Status	Reg. or App. Number#	App. Date	Reg. Date
United States	BLITZEN'S SM	abandoned	75/284,568	5/1/97 (App. date)	
United States	CHIX THE CHICKEN STATION SM	canceled	1,860,576	7/19/93	10/25/94
United States	CHIX THE CHICKEN STATION™	canceled	1,860,480	7/19/93	10/25/94
United States	CINNAMON STREET BAKERY SM	abandoned	74/545,383	7/5/94	
United States	NAP'S™	abandoned	75/871884	12/14/99	
United States	UNCLE ANGELO'S™	abandoned	75/800,649	09/16/	
United States	UNCLE ANGELO'S	abandoned	74/563,011	08/19/94	
United States	ZAVA JAVA	abandoned after inter partes decision	75/860,628	11/30/99	
United States	ZAVA JAVA	abandoned	75/859,652	11/30/99	
United States	BREAKFAST GRIPS™	abandoned	75/387853	11/10/97	
United States	DINNER GRIPS™	abandoned application	75/389023	11/12/97	

ABANDONED/CANCELLED TRADEMARKS

Country	Trademarks	Status	Reg. or App. Number#	App. Date	Reg. Date
United States	EXTRA VALUE COMBO™	abandoned application and common law rights	75/036,599	12/26/95	
United States	fIS GREAT STUFF®	cancelled registration	1,664,564	12/6/90	11/12/91
United States	MEGARITTO	abandoned application	75-490,125	5/22/98	
United States	PIZZA GRIPS™	abandoned application	75/387852	11/10/97	
United States	SOUP CZAR™	abandoned application	75/627447	1/26/99	
United States	SPAGHETTI JUNCTION™	abandoned application	75/766062	8/2/99	
United States	SUPER PERSONAL™	abandoned application	75/269127	4/4/97	
United States	SWING BRAND SM	abandoned application	75/702009	5/10/99	
United States	THE BIG GRIPPER™	abandoned application	75/389021	11/12/97	

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ABANDONED/CANCELLED TRADEMARKS

Country	Trademarks	Status	Reg. or App. Number#	App. Date	Reg. Date
United States	THE BIG GRIP™	abandoned application	75/388004	11/10/97	
United States	THE CHICK'STER™	abandoned application	75/702015	5/10/99	
United States	THE SUPER GRIP™	abandoned application	75/388005	11/10/97	
United States	TOSTAZZA®	cancelled	1,863,294	3/12/93	11/15/94
European Community	ORION FOOD COURT	application withdrawn	635,078		
European Community	ROAD STAR RELAIS	application withdrawn			
Mexico	MOOSE BROS.® And Design	abandoned	474,561		9/23/1994
Mexico	ALCE HNOS® (Moose Bros.)	abandoned	412,730		

RECORDED: 02/27/2002
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