

03-18-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102019169

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

3-18-02

1. Name of conveying party(ies):
KD Acquisition I, LLC
3.18.02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other DE Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation, as Agent
Internal Address: _____
Address: _____
Street Address: 201 High Ridge Road
City: Stamford State: CT Zip: 06927-5100
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 3/13/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Continuation of Item 4 attached.
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 10

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins
Suite 5800
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

7. Total fee (37 CFR 3.41).....\$ 265.00
 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.
Linda R. Kastner Linda R. Kastner 3/15/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 9

03/18/2002 DBYRNE 00000198 1406945

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

01 FC:481 40.00 OP
02 FC:482 225.00 OP

TRADEMARK
REEL: 002462 FRAME: 0330

CONTINUATION OF ITEM 1

ADDITIONAL CONVEYING PARTIES

Snow Ball Foods, LLC, a Delaware limited liability company
KD Holdings, LLC, a Delaware limited liability company
Snow Ball Holding Co., Inc., a New Jersey corporation
KDSB Holdings, LLC, a Delaware limited liability company

CONTINUATION OF ITEM 4

TRADEMARK REGISTRATION NUMBERS

**1406945
1455610
2020523
2036859
2314802
2316847
2431322
2426796
1422105
2133991**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2002 (as the same may be amended, supplemented, modified or restated from time to time, this "Trademark Security Agreement"), among KD ACQUISITION I, LLC, a Delaware limited liability company ("KD"), SNOW BALL FOODS, LLC, a Delaware limited liability company ("Snow Ball"), KD HOLDINGS, LLC, a Delaware limited liability company ("KD Holdings"), SNOW BALL HOLDING CO., INC., a New Jersey corporation ("Snow Ball Holdings"), KDSB HOLDINGS, LLC, a Delaware limited liability company ("Holdings") (Snow Ball, KD, Holdings, Snow Ball Holdings and KD Holdings are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and 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 KD and Snow Ball (collectively, "Borrowers"), Agent, the Persons signatory from time to time thereto as Lenders and the other Persons named therein as Credit Parties (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of Borrowers;

WHEREAS, those Grantors that are not Borrowers have guaranteed payment of the Obligations pursuant to the Holdings Guaranty of even date herewith;

WHEREAS, Agent and Lenders are willing to make the Loans (excluding the Term Loan C) and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, 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, Agent and Term Loan C Lenders are willing to make the Term Loan C as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Term Loan C Lenders, that certain Term Loan C 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 "Term Loan C Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Term Loan C Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and Term Loan C Lenders, 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself and Lenders (other than Term Loan C Lenders), a continuing first priority security interest in, and grants to Agent, on behalf of itself and Term Loan C Lenders, a continuing second priority security interest in, all of such 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

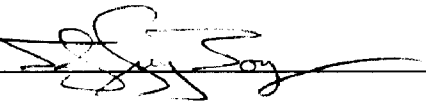
(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any 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 Agent, on behalf of itself and Lenders (other than the Term Loan C Lenders), pursuant to the Security Agreement and Agent, on behalf of the Term Loan C Lenders, pursuant to the Term Loan C Security Agreement and subject to Section 13 of the Credit Agreement. Each 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 Security Agreement and the Term Loan C Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

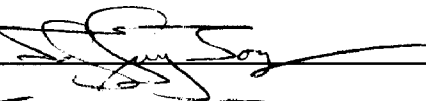
[Signature pages follow]

IN WITNESS WHEREOF, each 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.

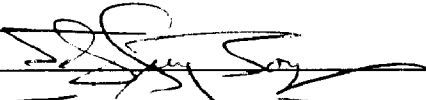
KD ACQUISITION I, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

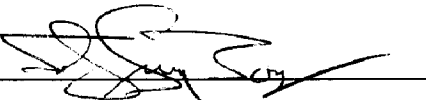
SNOW BALL FOODS, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

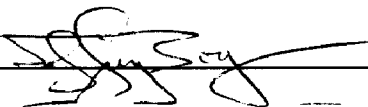
KD HOLDINGS, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

SNOW BALL HOLDING CO., INC.


By: 
Name: Jeffrey Joyce
Title: Executive VP

KDSB HOLDINGS, LLC

By: 
Name: Jeffrey Joya
Title: Executive VP

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Michael Fine
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Snow Ball Foods, LLC

1. Registered Trademarks

"Snow Ball" U.S Registration No. 1,406,945

Snow Ball (Design) U.S Registration No. 1,455,610

"Executive Chef" U.S Registration No. 2,020,523

"Why Not Buffalo Wing-It?" U.S Registration No. 2,036,859

Snow Ball (Design) U.S Registration No. 2,314,802

Executive Chef (Design) U.S Registration No. 2,316,847

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

License Agreement from Jefferson & Northwing Company, Inc. to Snow Ball Foods, Inc. dated September 6, 1995, as amended on December 7, 2000 for Frank and Teresa's Anchor Bar brand wings.

KD Acquisition I, LLC

1. Registered Trademarks

"Kings Delight" U.S. Registration No. 2,431,322

Chicken head design used by Kings Delight, U.S Registration No. 2,426,796

"Lake Lanier Farms" U.S. Registration No. 1,422,105

"Chick-A-Saurs", U.S. Registration No. 2,133,991

2. Unregistered Trademarks

Kings Value

Sugar Lake Farms

Braselton Poultry

Southeastern Freezer

Julia's

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

King's Delight, Ltd. is licensed to use the trademark "CluxDelux" by the Greenville County School District. Kings Delight, Ltd. has the option to purchase the trademark "CluxDelux" from the Greenville County School District.

KDSB Holdings, LLC

None.

Snow Ball Holding Co., Inc.

None.

KD Holdings, LLC

None.