

FORM PTO-1618A E
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04-03-2002



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 3-27-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Trademark Collateral Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/02/2002 DBYRNE 00000037 1820765
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002474 FRAME: 0229

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

312-845-5132

Name

Andrea Serdiuk

Address (line 1)

Chapman and Cutler

Address (line 2)

111 West Monroe Street

Address (line 3)

Chicago, Illinois 60603

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Andrea Serdiuk

3/24/02

Name of Person Signing

Signature

Date Signed

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

MARK	CLASS	SERIAL NO. / REG. NO.	FILING DATE / REG. DATE	STATUS
Our Specialty	International Class 30	1,820,765	02/08/1994	Registered

TRADEMARK COLLATERAL AGREEMENT

This 25th day of March, 2002, S. T. SPECIALTY FOODS, INC., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 8700 Xylon Avenue North, Brooklyn Park, Minnesota 55445, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*Secured Party*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

S. T. SPECIALTY FOODS, INC.

By DALE V. SCHULTZ
Name DALE V. SCHULTZ
Title PRESIDENT

HARRIS TRUST AND SAVINGS BANK

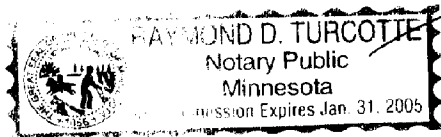
By _____
Name _____
Title _____

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

I, Raymond D. Turcotte a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dale V. Schulz, President + CEO of S. T. Specialty Foods, Inc., a Minnesota corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Dale V. Schulz appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of March, 2002.

(NOTARIAL SEAL)



Raymond D. Turcotte
Notary Public

Raymond D. Turcotte
(Type or Print Name)

My Commission Expires:

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

S. T. SPECIALTY FOODS, INC.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By Jean R. Elie
Name JEAN R. ELIE
Title Vice President

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jean R. Elie, vice president of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of March, 2002.

(NOTARIAL SEAL)

Monica Martella
Notary Public

My Commission Expires:

(Type or Print Name)

