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FINANCE SECTION

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

04-08-2002

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



To the Honorable Commissioner of

original documents or copy thereof.

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1. Name of conveying party(ies):

Nonni's Food Company, Inc.

3-18-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Florida 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: December 14, 2001

2. Name and address of receiving party(ies)

Name: IBJ Whitehall Bank & Trust Company Internal Address:

Street Address: One State Street

City: New York State: NY Zip: 10004

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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) 76278650 76278651

B. Trademark Registration No.(s) 2139701

Additional number(s) attached Yes No

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

Name: Rose Auslander, Esq.

Internal Address:

Street Address: c/o Carter, Ledyard & Milburn

Two Wall Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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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.

Martha M. Ortiz Name of Person Signing

Signature

3-18-02 Date

Total number of pages including cover sheet, attachments, and document.

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

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NONNI'S FOOD COMPANY, INC., a Florida corporation ("Grantor" or "Borrower"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Borrower and Burns & Ricker, Inc., a Delaware corporation, have entered into a certain Credit Agreement dated as of January 17, 2001 (said Credit Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined), with the financial institutions party thereto (each individually referred to herein as a "Lender", and collectively as "Lenders"), CIT Lending Services Corporation, a Delaware corporation, as documentation agent for the Lenders, and IBJ Whitehall Bank & Trust Company, as administrative agent for the Lenders (herein called the "Secured Party"); and

WHEREAS, Borrower may from time to time enter into one or more Interest Rate Agreements (collectively, the "Interest Rate Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Interest Rate Agreements are entered into; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of January 17, 2001 (said Security Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), by and among Grantor, Secured Party, and the other grantors party thereto, Grantor has agreed to create in favor of Secured Party, to secure the Secured Obligations (as defined in the Security Agreement) of Borrower, a security interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty,

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payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 4 day of December, 2001.

NONNI'S FOOD COMPANY, INC.

By: 

Name: Timothy G. Bruer

Title: President and Chief Executive Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registrations:

Mark: **BAKEL CHIPS & Design**
Registration No.: **2,139,701**
Issued: **February 24, 1998**

Pending Applications:

Mark: **BROWNSTONE BAKING CO.**
Application No.: **76/278,650**
Filed: **June 28, 2001**

Mark: **GENOA CRISPS**
Application No.: **76/278,651**
Filed: **June 28, 2001**

Common Law Marks:

Mark: **BROWNSTONE BAKING CO. & Design**

Mark: **BAGEL CHIPS & Design**

Mark: **MINI BAGEL CHIPS & Design**

Mark: **BREAD STICKS & Design**