

2/15/02

04-30-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Willow Brook Foods, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Correction of Trademark Number

Execution Date: 2/7/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 10 S. LaSalle Street, Ste 2800

City: Chicago State: IL Zip: 60603

- ☐ 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached.

Correct trademark # is 76/005768

Additional number(s) attached ☐ Yes ☒ No

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

Name: Maisha Gibson, Paralegal

Internal Address: _____

Street Address: Goldberg, Kohn et al.

55 E. Monroe Street, Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

one

7. Total fee (37 CFR 3.41).....\$ N/A

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson

Name of Person Signing

Signature

April 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: 14

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

TRADEMARK
 REEL: 002495 FRAME: 0897

2-15-2002

02-15-2002

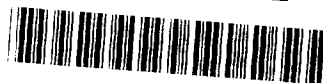
Form PTO-1594

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

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

1. Name of conveying party(ies):

Willow Brook Foods, Inc.

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State Missouri
- ☐ 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: February 7, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corpora-
tion, as Agent

Address: _____

Street Address: 10 S. LaSalle St., Suite 2800

City: Chicago State: IL Zip: 60603

- ☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1598820

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Maisha Gibson, Paralegal

Internal Address: _____

BTOM11 00000205 1598820

40.00 OP
925.00 OP

Street Address: Goldberg, Kohn, et al.

55 E. Monroe St., Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and
registrations involved: _____

38

7. Total fee (37 CFR 3.41).....\$965.00

- ☒ 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.

Maisha Gibson

Name of Person Signing

Signature

February 13, 2002

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002495 FRAME: 089802/15/2002
01 FC:481
02 FC:482

**GENERAL ELECTRIC CAPITAL CORPORATION/WILLOW BROOK FOODS,
INC.**

CONTINUATION OF NUMBER 4

TRADEMARK REGISTRATIONS

MARK	REG. NO.
Sunday House Foods (Design Only)	1598820
Sunday House Foods (Design Only)	1259550
Sunday House Foods – Grapetown Farm	1268094
Sunday House Foods – Hillcrest	1259549
Sunday House Foods – Hillcrest Farms	1483691
Sunday House Foods – Sunco (Design)	1249168
Sunday House Foods – Sunco	921215
Sunday House Foods – Sunday Hosue	918639
Sunday House Foods – (Design Only)	1249951
Sunday House Foods – (Design Only)	1256280
Sunday House Foods – Sunday House Your Everyday Best	1751432
Sunday House Foods – Sun Valley	13728930
Willow Brook Foods, Inc. – S Design for Schweigert	1506166
Willow Brook Foods, Inc. – Schweigert's Sunday Morning Delight	1344824
Willow Brook Foods, Inc. – Sunday Morning Delight	1297881
Willow Brook Foods, Inc. – Tenderbite	1276417
Willow Brook Foods, Inc. – Hickory House	1364693
Willow Brook Foods, Inc. – Master Trim	1803852
Willow Brook Foods, Inc. – Schweigert & Design	1506186
Willow Brook Foods, Inc. – Schweigert Makes It Better	1266476
Willow Brook Foods, Inc. – Old Meister	1280178
Willow Brook Foods, Inc. – Old Mister (Stylized)	870975
Willow Brook Foods, Inc. – Premier 99	1768779
Willow Brook Foods, Inc. – Butter Moist	990299
Willow Brook Foods, Inc. – Fun Dog	2499923
Willow Brook Foods, Inc. – Bake-In-Bag	1520332
Willow Brook Foods, Inc. – Flavor Fresh (stylized)	1175609
Willow Brook Foods, Inc. – Gourmet Recipe & Design	1894210
Willow Brook Foods, Inc. – The Carver's Station Slow Roasted Goodness	75/742486
Willow Brook Foods, Inc. – The Carver's Station (without Design)	2514216

MARK	REG. NO.
Willow Brook Foods, Inc. – The Carver's Station (and Design)	75/916413
Willow Brook Foods, Inc. – Willow Brook Farms (and Design)	1093905
Willow Brook Foods, Inc. – Willow Brook Foods	2425366
Willow Brook Foods, Inc. – Deli Meister	1409658
Willow Brook Foods, Inc. – Our Delight	2444442
Willow Brook Foods, Inc. – Willow Brook Farms	76/226924
Willow Brook Foods, Inc. – Harvest Provisions (and Design)	76/D05760
Willow Brook Foods, Inc. – Willow Brook	76/226649

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2002, by WILLOWBROOK FOODS, INC., a Missouri corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, 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, the Persons named therein as Credit Parties, 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 incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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 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, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of 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, 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. 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 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 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, pursuant to the Security 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 Security 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.

WILLOWBROOK FOODS, INC.

By Michael E. Briggs
Name Michael E. Briggs
Title President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By Michael J. McKee
Name Michael J. McKee
Title Duly Authorized Signatory

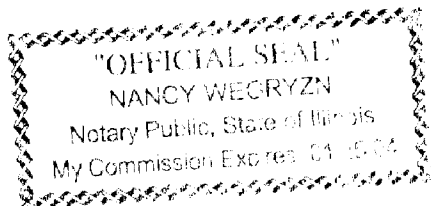
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of February, 2002 before me personally appeared Michael E. Briggs, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WillowBrook Foods, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Nancy Wearyzn
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, APPLICATIONS & LICENSES

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Willow Brook Foods, Inc. – Tenderbite	1276417
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Willow Brook Foods, Inc. – Schweigert & Design	1506186
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Willow Brook Foods, Inc. – Old Mister (Stylized)	870975
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Willow Brook Foods, Inc. – Butter Moist	990299
Willow Brook Foods, Inc. – Fun Dog	2499923
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Willow Brook Foods, Inc. – Harvest Provisions (and Design)	76/D05760
Willow Brook Foods, Inc. – Willow Brook	76/226649