05-30-2002

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

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102105995

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):
Wells Fargo Business Credit, Inc.
5-28-02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Colorado Boxed Beef/Chicago, LLC
Internal Address:
Street Address: 302 Progress Road
City: Auburndale State: FL Zip: 33823

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [XX] Corporation-State FL Limited Liability Co.
- [ ] 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
- [X] Other Termination of Security Agr.

Execution Date: February 22, 2002

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

A. Trademark Application No.(s) 73/830,279; 74/009,085;75/193,937;75/445,448; 74/262,661

B. Trademark Registration No.(s) 1,621,431; 1,629,307;2,507,295;2,217,437;1,820,046

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

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kristen B. Kieffer, Esq.
Internal Address:
Street Address: 141 Fifth Street, NW
City: Winter Haven State: FL Zip: 33881

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

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

8. Deposit account number:
N/A

OFFICE OF PUBLIC RECORDS
2002 MAY 28 PM 2:18
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Kristen B. Kieffer — Name of Person Signing
Kristen Kieffer — Signature
4-25-02 — Date

Total number of pages including cover sheet, attachments, and document: 19

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

05/29/2002 GTON11 00000191 73830279
01 FC:481 40.00 OP
02 FC:482 100.00 OP

This instrument prepared by
and return to:
Debra L. Cline, Esquire
Peterson & Myers, P.A.
P.O. Drawer 7608
Winter Haven, FL 33883-7608

(The above space reserved for recording information)

TERMINATION
OF PATENT AND TRADEMARK
SECURITY AGREEMENT

THIS IS A TERMINATION OF A PATENT AND TRADEMARK SECURITY AGREEMENT (hereinafter "Termination Agreement") given this ____ day of _____, 2002, by **WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation** (hereinafter called "Wells Fargo") **to COLORADO BOXED BEEF/CHICAGO, LLC, a Florida limited liability company** (hereinafter "CBBC").

RECITALS

1. Wells Fargo is the owner and holder of a security interest in certain trademarks given by **RYMER MEAT, INC., an Illinois corporation** (hereinafter called "Rymer") by virtue of that certain Patent and Trademark Security Agreement dated September 13, 2001 (hereinafter "the Security Agreement").

2. A copy of the Security Agreement is attached hereto and made part hereof as **Exhibit "A"**.

3. The Security Agreement describes the trademarks in which Wells Fargo has a security interest, including those trademarks more particularly described on **Exhibit "B"** attached hereto and made part hereof (the "Trademarks").

4. CBBC purchased the Trademarks from Rymer on the 22nd day of February, 2002 with the condition that Wells Fargo terminate its security interest.

5. Wells Fargo has agreed to release and terminate its security interest in the trademarks described in the Security Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived herefrom, Wells Fargo does hereby agree as follows:

1. The recitals hereinabove set forth are true and correct and are hereby made a part of this Termination Agreement.

2. Wells Fargo does hereby release and terminate its security interest in the Trademarks described on **Exhibit "B"**.

3. It is the intention of Wells Fargo that this Termination Agreement shall act as a termination of any security interest that it might have in the Trademarks described in **Exhibit "B"**.

4. Wells Fargo does hereby agree to cooperate, execute and deliver any additional documents deemed necessary or desirable in the discretion of CBBC in order to document the termination of Wells Fargo's security interest, including but not limited to any UCC-3 terminations to be filed with any state, including but not limited to the States of Illinois or Florida, or any termination of its security interest with the U.S. Patent and Trademark office.

5. In the event it is necessary to bring action, suit or proceeding for any lawful purpose to enforce the terms of this Agreement, the successful party in such action, suit or proceeding shall be entitled to collect all costs of same, including reasonable attorneys' fees, from the losing party.

6. This Agreement shall be binding upon the parties hereto, theirs heirs, executors, administrators, successors and assigns.

7. Notwithstanding the foregoing, it is agreed and acknowledged that Rymer Meat Inc. ("Rymer Meat"), Rymer Foods, Inc. ("Rymer Foods") and/or Wells Fargo Business Credit, Inc. ("WFBCI") shall be permitted and authorized to sell any of Rymer Meat's or Rymer Foods' inventory, assets or Collateral (as that term is defined in the Credit and Security Agreement dated September 13, 2001) with the full use of the trademarks and other assets which are the subject matter hereof without any cost or charge and without the same constituting a violation of any right or interest being procured herein by CBBC.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation

By: Brian T. Sprink
Name: Brian T. Sprink
as its:
Address: 100 E. Wisconsin Ave
Ste 1400
Milwaukee, WI 53202

COLORADO BOXED BEEF/CHICAGO, LLC, a Florida limited liability company

By: Nathan D. Brenn
Name: Nathan D. Brenn CFO

Received Time Feb 27 2:58PM

TRADEMARK
REEL: 002515 FRAME: 0351

as its:
Address: 302 Progress Rd
Auburndale Fl 33823

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EXHIBIT A

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of September 13th, 2001, is made by and between Rymer Meat Inc., an Illinois corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and

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applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

TRADEMARK
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(d) *Affiliates*. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) *Title*. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) *No Sale*. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) *Defense*. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) *Maintenance*. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) *Secured Party's Right to Take Action*. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a

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Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the

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representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable

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provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Rymer Meat Inc.
4600 South Packers Avenue
Chicago, IL 60609
Attention: Paul Conti

RYMER MEAT INC.

By _____
Its President

Wells Fargo Business Credit, Inc.
100 East Wisconsin Avenue, Suite 1400
Milwaukee, WI 53202
Attention: Mr. Brian T. Sprink

WELLS FARGO BUSINESS CREDIT, INC.

By Brian T. Sprink
Its Asst. Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 13th day of September, 2001, by Paul Conti President, ~~the~~ of Rymer Meat, Inc. of Rymer Meat Inc., an Illinois corporation, on behalf of the corporation.

Albert Soloebel
Notary Public
State of WISCONSIN
My Commission is permanent

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STATE OF Wisconsin)
) ss.
COUNTY OF Milwaukee)

The foregoing instrument was acknowledged before me this 13th day of September, 2001, by Brian T. Sprink, an Assistant Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.

Albert Schockel

Notary Public
State of Wisconsin
My Commission in perpetuity

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EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date

NONE

FOREIGN ISSUED PATENTS

Title	Country	Patent Number	Issue Date

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EXHIBIT B

SUMMARY OF RYMER FOODS MARKS/CHAIN OF TITLE

MARK: ANGUS RANCH
Reg. No. 2217437, registered January 12, 1999

Applicant: Rymer Foods, Inc.

Security Interest from Rymer Foods, Inc. to Finova Capital Corporation
Signed April 23, 1998, recorded April 18, 2998

Comment: It does not appear that the security interest has been released

MARK: CHICAGO'S CHOICE
Appln. No. 75/193937, filed November 6, 1996

Applicant: Rymer Foods, Inc.

Statement of Use was filed May 14, 2001

Security Interest from Rymer Foods, Inc. to Finova Capital Corporation
Signed April 23, 1998, recorded April 28, 1998

Comment: It does not appear that the security interest has been released

MARK: THE SLAB
Appln. No. 74/691646, filed June 21, 1995
Abandoned as of March 13, 1998 – no response filed with Trademark Office

Applicant. Rymer Foods, Inc

MARK: PREP-LESS KITCHEN
Reg. No. 1807743, registered November 30, 1993

Affidavit of Use was due November 30, 1999; T&T report does not indicate that Affidavit was filed; phone call to Trademark Office status line does not indicate whether Affidavit was filed; if Affidavit was never filed, registration will be cancelled

Original Owner: Dar Foods Corp.

Assignment from Dar Foods to Rymer Meats, Inc.
Signed January 28, 1999
Recorded January 28, 2000

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Security Interest from Rymer Meat [sic], Inc. to Finova Capital Corporation
Signed January 25, 1999
Recorded February 5, 1999

Comment. Technically when the security interest was signed, Rymer Meats did not have title; Owner of record is Rymer Meats, Inc.,
It does not appear that the security interest has been released

MARK: DAR FOODS
Reg. No. 1820046, registered February 8, 1994

Original Owner: Dar Foods Corp.

Assignment from Dar Foods Corp. to Rymer Meats, Inc.
Signed January 28, 1999
Recorded January 28, 2000

Security interest from Rymer Meat [sic], Inc. to Finova Capital Corp.
Signed January 25, 1999
Recorded February 5, 1999

Comment: Title is in name of Rymer Meats, Inc., Technically when security interest was given, Rymer Meat did not have title, It appears that the security interest has not been released

MENU MAKER
Reg. No. 1719547, registered September 22, 1992

Affidavit filed July 28, 1998

Original Owner: Rymer Foods, Inc.

Assignment from Rymer Foods, Inc. to Simmon Poultry Farms, Inc.
Signed October 28, 1997
Recorded January 2, 1998

Assignment from Rymer Foods to LaSalle National Bank as agent (not a security interest)
Signed April 7, 1995
Recorded April 20, 1995

Security interest from Rymer Foods to BA Business Credit
Terminated – assigned back to Rymer Foods in 1995

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Security Interest from Rymer Foods to Finova Capital Corp.
Signed April 23, 1998
Recorded April 28, 1998

Comments: It appears that the title is still in name of Simmons Poultry Farms;

There is no indication that the assignment from LaSalle National Bank was re-assigned/assigned back to Rymer Foods (the nature of the assignment is unclear);

It appears that the security interest to Finova Capital was not released

MARK: RYMER
Reg. No. 1629307, registered December 25, 1990
Renewed

Original Owner. Rymer Foods, Inc.

Security interest to BA Business Credit, April 7, 1993
Released/terminated in 1995

Assignment from Rymer Foods to LaSalle National Bank, as agent (not a security interest)
Signed April 7, 1995
Recorded April 20, 1995

Security interest from Rymer Foods to Finova Capital Corp.
Signed April 23, 1998
Recorded April 25, 1998

Comments: There is no indication of an assignment back/re-assignment to Rymer from LaSalle National Bank (the nature of this assignment is not clear);

The renewal application was filed in the nature of Rymer Foods, Inc. and was accepted by the Trademark Office, so it appears that the record owner is Rymer Foods, Inc.

It appears that the securi6ty interest to Finova Capital has not been released

MARK: BUTTER-BAKED
Appln. No. 73/830280, filed October 10, 1989
Abandoned November 30, 1990 – expressly abandoned by applicant

Applicant: Rymer Foods, Inc.

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MARK: GUEST-READY
Reg. No. 1621431, registered November 6, 1990
Renewed

Original Owner: Rymer Foods, Inc.

Assignment to LaSalle National Bank, as agent (not a security interest)
Release and reassignment in 1997 back to Rymer Foods, Inc.

Security interest to BA Business Credit
Terminated 1995

Security Interest to Finova Capital Corp.
Signed April 23, 1998
Recorded April 28, 1998

Comment: Owner is Rymer Foods, Inc.
It appears that security interest to Finova Capital Corp. has not been released

MARK: IMPERIAL GARDENS
Reg. No. 1576621, Cancelled August 27, 1996

MARK: MENU MAKER BRAND and Design
Reg. No. 1261055, Cancelled May 29, 1990

MARK: MENU MAKER
Reg. No. 979508, registered February 26, 1974

Renewed

Original Owner: Rymer Foods, Inc.

Assignment from Menu Maker Food Service Company, division of Holiday Inns, Inc to Monfort Food Distributing Company (sole, exclusive and perpetual right to manufacture and market and use); 1975

Assignment from Monfort of Colorado, Inc. to Ralston Purina Company
Signed January 21, 1981
Recorded February 18, 1981

Assignment from Monfort Food Distributing Company to Ralston Purina Company

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Signed March 16, 1981
Recorded April 10, 1981 (this may be a correction of the above assignment)

Assignment from Ralston Purina Company to Mark I. Feldman
Signed June 21, 1990
Recorded July 23, 1990

Assignment from Mark I. Feldman to Rymer Foods, Inc
Signed June 21, 1990
Recorded July 23, 1990

Security interest from Rymer Foods, Inc. to BA Business Credit
Signed April 7, 1993
Recorded April 9, 1993

Assignment from Rymer Foods, Inc. to LaSalle National Bank, as agent (not a security interest)
Signed April 7, 1995
Recorded April 20, 1995

Release and Re-assignment from LaSalle National Bank to Rymer Foods, Inc.
Signed January 22, 1997
Recorded April 25, 1997

Assignment from Rymer Foods, Inc. to Simmons Poultry Farms, Inc.
Signed February 4, 1997
Recorded March 17, 1997

Security interest from Rymer Foods, Inc. to Finova Capital Corp.
Signed April 23, 1998
Recorded April 28, 1998

Comments: It does not appear that the security interest to BA Business Credit was released (but see below reference)

It appears that the title to this mark is still in the name of Simmons Poultry Farms, Inc., since there does not appear to be an assignment back to Rymer Foods – however, the renewal application was filed in the name of Rymer Foods, Inc., and the renewal application was accepted by the Trademark Office

It appears that the security interest to Finova Capital Corp. has not been released

MARK: SEBASTIAN
Reg. No. 979506, registered February 26, 1974
Owner: Sebastian International, Inc.

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The record indicates recordal of a termination of assignment from BA Business Credit to Rymer Foods, Inc.; signed on April 7, 1995, recorded on April 19, 1995 – Note: It appears that this is in error, and that either the Trademark Office or the entity which submitted the documents for recordal erred in recording the release in this registration, instead of the above Reg. No. 979508 for MENU MAKER.

Received Time Feb.21. 2:53PM

Exhibit B

MARK: ANGUS RANCH
Reg. No. 2217437, registered January 12, 1999

Applicant: Rymer Foods, Inc.

MARK: CHICAGO'S CHOICE
Appln. No. 75/193937, filed November 6, 1996

Applicant: Rymer Foods, Inc.

Statement of Use was filed May 14, 2001

MARK: DAR FOODS
Reg. No. 1820046, registered February 8, 1994

Original Owner: Dar Foods Corp.

Assignment from Dar Foods Corp. to Rymer Meats, Inc.
Signed January 28, 1999
Recorded January 28, 2000

MARK: RYMER
Reg. No. 1629307, registered December 25, 1990
Renewed

Original Owner: Rymer Foods, Inc.

Assignment from Rymer Foods to LaSalle National Bank, as agent (not a security interest)
Signed April 7, 1995
Recorded April 20, 1995

MARK: GUEST-READY
Reg. No. 1621431, registered November 6, 1990
Renewed

Original Owner: Rymer Foods, Inc.

Assignment to LaSalle National Bank, as agent (not as security interest)
Release and reassignment in 1997 back to Rymer Foods, Inc.