

07-17-2002



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

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TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Blue & White Good Products Corp. *7.15.02*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 11, 2002

2. Name and address of receiving party(ies)

Name: Zohar Norman

Internal Address:

Street Address: 12-55 Lyle Terrace

City: Fairlawn State: NJ Zip: 07410

Individual(s) citizenship Israel

Association

General Partnership

Limited Partnership

Corporation-State

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) 76/077688;
76/073646

B. Trademark Registration No.(s) 2,414,891;
2,266,461; 2,199,344

Additional number(s) attached Yes No

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

Name: Arthur M. Lieberman, Esq.

Internal Address: Lieberman & Nowak, LLP

Street Address: 350 Fifth Avenue - 74th Floor

City: New York State: NY Zip: 10118

6. Total number of applications and registrations involved: 5

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Lynn, Esq.

Name of Person Signing

James P. Lynn
Signature

July 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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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02 FC:482

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FINANCE SECTION

TRADEMARK
REEL: 002544 FRAME: 0408

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Blue & White Food Products Corp., a New York corporation (the "**Company**"), with a principal address at 24-20 49th Street, Astoria, Queens, New York 11103, owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark (as defined below); and

WHEREAS, the Company has executed and delivered that certain Security Agreement, dated as of the date hereof (as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), with Zohar Norman, an individual residing at 12-55 Lyle Terrace, Fairlawn, New Jersey 07410 ("**Norman**"), to secure the Company's obligations under that certain Promissory Note, dated as of the date hereof, in an initial principal amount of \$2,000,000 made in favor of Norman (the "**Note**"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted Norman a security interest in the Trademark (as defined below);

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, the Company hereby assigns and grants to Norman a security interest in all of the Company's right, title and interest in and to the name SABRA SALADS, Picnic Time, MAMA Chicken, ACHLA and SHAMIR Salads (the "**Trademark Collateral**"), including all rights, title and interest in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, Internet domain names or other source or business identifiers and applications pertaining thereto, owned by the Company, all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, in international registries, all common law and other rights in and to the trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such the Company's business symbolized by any of the foregoing and associated therewith, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits) and the right (but not the obligation) to sue for, and recover damages from, past, present and future infringements in the name of the Company (collectively, the "**Trademarks**").

Notwithstanding anything herein to the contrary, in no event will Trademark Collateral include, and the Company is not deemed to have granted a security interest in, any of the Company's rights or interest in any license, contract or agreement to which the Company 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 such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such

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provisions, the Trademark Collateral shall include, and the Company will be deemed to have granted a security interest in, all such rights and interest as if such provision had never been in effect.

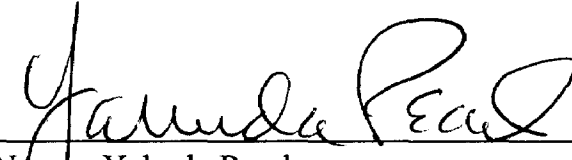
[signature page follows]

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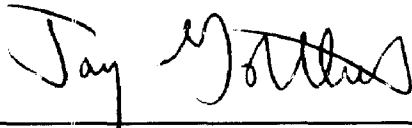
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of June, 2002.

BLUE & WHITE FOOD PRODUCTS CORP.

By: 
Name: Yehuda Pearl
Title: PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 11th day of June in the year 2002 before me, the undersigned, Yehuda Pearl, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to instrument above and acknowledged to me that he executed the same in his capacity as President of Blue & White Food Products Corp., and that by his signature on the instrument, Blue & White Food Products Corp. executed the instrument.



Signature and Office of individual taking acknowledgment

JAY L. GOTTLIEB
Notary Public, State of New York
No. 4991716
Qualified in Westchester County
Commission Expires February 10, 2004

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

Registered Owner	United States Trademark	Registration	Reg. Date
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Blue & White Food Products Corp.

SABRA SALADS
PICNIC-TIME SALADS
ACHLA SALADS
SHAMIR SALADS
KOSHER OCEAN

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RECORDED: 07/15/2002

**TRADEMARK
REEL: 002544 FRAME: 0412**