

09-11-2002



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9/11/02

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

1. Name of conveying party(ies):

Agrilink Foods, Inc.

9-11-02

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

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

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

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
- Other _____

Execution Date: August 19, 2002

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

A. Trademark Application No.(s)

75/173,879 and 75/401,271

B. Trademark Registration No.(s)

1,937,863 ; 1,506,717 ; 2,535,150 ; 2,175,019 ; 1,725,994 ; 1,621,446 ; 1,024,802 ; 813,547 ; 56,714

Additional numbers attached? Yes No

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

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$290.00

- Enclosed
- Authorized to be charged to credit card

8. Deposit account number: _____

09/11/2002 09:00 AM
FC:481
FC:482

Alison Winick, Esq.
Name of Person Signing

[Signature]
Signature

9/10/02
Date

Total number of pages including cover sheet, attachments, and documents: 8

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of August 19, 2002 is made by Agrilink Foods, Inc., a Delaware corporation (the “Borrower”), in favor of JPMorgan Chase Bank, a New York corporation, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of August 19, 2002 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, Agrilink Holdings Inc., a Delaware corporation and parent of the Borrower, the Lenders, the Agent, Harris Trust and Savings Bank and U.S. Bank National Association, as Co-Documentation Agents, and Bank of America, N.A., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Collateral Agreement, dated as of August 19, 2002 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and

conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

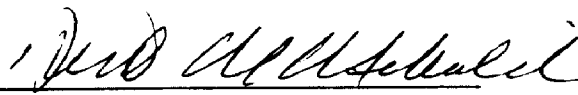
SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AGRILINK FOODS, INC.

By: 
 Name:
 Title:

JPMORGAN CHASE BANK
 as Administrative Agent for the Lenders

By: _____
 Name:
 Title:

conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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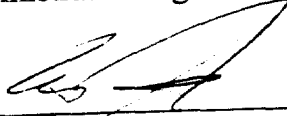
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AGRILINK FOODS, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By:  _____
Name: Robert Anastasio
Title: Vice President

STATE OF New York)
COUNTY OF New York)^{ss}

On the 19th day of August, 2002, before me personally came David M. Menalick, who is personally known to me to be the Vice President of Agrilink Foods, Inc., a Delaware Corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marilyn Cohen
Notary Public

MARILYN COHEN
Notary Public, State of New York
No. 01CC5026205
Qualified in Queens County
Commission Expires April 11, 2006

(PLACE STAMP AND SEAL ABOVE)

STATE OF NY)
) ss
COUNTY OF NY)

On the 19 day of August, 2002, before me personally came Robert Maschio, who is personally known to me to be the vice pres of JPMorgan Chase Bank, a New York corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

ROSE O'CONNOR
NOTARY PUBLIC, State of New York
No. 31-4750801
Qualified in New York County
Commission Expires October 31, ~~2002~~

Rose O'Connor
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

See Attached.

SCHEDULE A

U.S. Trademark Applications

Title	Status	App. No.
PICANTE DEL SOL	Pending	75/173,879
VOILA!	Pending	75/401,271

U.S. Trademark Registrations

Title	Status	Reg. No.
CENTURY FARMS	Registered	1,937,863
CREAM OF OATS	Renewed	813,547
CURTICE	Renewed	56,714
JALAPENO HOT	Registered	1,506,717
MATTHEWS	Registered	2,535,150
OUTLAW AND DESIGN	Registered	2,175,019
PACKER'S PRIDE	Registered	1,725,994
PRIDELAND	Renewed	1,621,446
SOME LIKE IT HOT	Expired	1,024,802