

09-27-2002



102235139

FORM COVER SHEET
RECTED

US DEPARTMENT OF COMMERCE
Patent and Trademark Office

TRADEMARKS ONLY

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

1 Name of conveying party(ies):
AZTECA FOODS, INC. 9-23-02

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State **Illinois**
 Other _____

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

2 Name and address of receiving party(ies)

Name: **LA SALLE NATIONAL BANK**

Internal Address: _____

Street Address: **135 South LaSalle Street**

City: **Chicago** State: **Illinois** Zip: **60603**

Individual(s) citizenship _____
 Association **Banking**
 General Partnership _____
 Limited Partnership _____
 Corporation - State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designated 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: **20-Feb-98**

4 Application number(s) or patent number(s):

A. Trademark Application No.(s) **956581**

B. Trademark Registration No.(s)
See Schedule A Attached

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

Name: **J. Pieter van Es**

Internal Address: **Banner & Witcoff, Ltd.**

Street Address: **10 S. Wacker Drive**

City: **Chicago** State: **IL** ZIP: **60606**

6 Total number of applications and registrations involved: **6**

7 Total fee (37 CFR 3.41) **\$165.00**

Enclosed
 Authorized to be charged to deposit account

8 Deposit account number: **190733**

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

09/26/2002 GTOM11 00000127 190733 956581
01 FC:481 40.00 CH
02 FC:482 125.00 CH

RECORDS SECTION
SEP 23 PM 1:12

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.

J. Pieter van Es
Name of Person Signing

J Pieter van Es
Signature

23-Sep-02
Date

Total number of pages including cover sheet, attachments, and document: **12**

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

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

DATED FEBRUARY 20, 1998

U.S. and Foreign Trademarks and Trademark Registration

1.	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
	953,743	02/20/73	Azteca Stylized
	954,529	03/06/73	Design
	956,581	04/03/73	Azteca (Block Letters)
	977,821	01/29/74	Design
	1,427,672	02/03/87	Design
	1,445,441	06/30/87	Azteca Stylized
2.	<u>Canadian Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
	TMA 330,203	07/17/87	Azteca (Block Letters)
	TMA 340,352	05/20/88	Design
	<u>Pending Canadian Application</u>	<u>Registration Date</u>	<u>Trademark</u>
	sn 572,330	11/07/86	Azteca Stylized

VPCHI01/#303465.1 2/19/98

TRADEMARK
REEL: 1695 FRAME: 0860

TRADEMARK
REEL: 002589 FRAME: 0080

MM

3-2-98

RECC

03-03-1998

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of Patent

ed original documents or copy thereof.

1. Name of conveying party(ies):

Azteca Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State Illinois
- 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: February 20, 1998

2. Name and address of receiving party(ies)

Name: LaSalle National Bank

Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association Banking
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached schedule A

Additional numbers attached? Yes No

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

Name: Tammy S. Settle

Internal Address: Vedder Price Kaufman

Kammholz

Street Address: 222 North LaSalle Street
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed (any deficiencies)
- Authorized to be charged to deposit account

8. Deposit account number:

22-0259

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

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.

Tammy S. Settle

Name of Person Signing

Tammy S. Settle
Signature

February 26, 1998

Date

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

8

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

TRADEMARK
REEL: 1695 FRAME: 0859

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

DATED FEBRUARY 20, 1998

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1.	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
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	954,529	03/06/73	Design
	956,581	04/03/73	Azteca (Block Letters)
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	TMA 340,352	05/20/88	Design
	<u>Pending Canadian Application</u>	<u>Registration Date</u>	<u>Trademark</u>
	sn 572,330	11/07/86	Azteca Stylized

VPCH101/#303465.1 2/19/98

TRADEMARK
REEL: 1695 FRAME: 0860

TRADEMARK
REEL: 002589 FRAME: 0082

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks ("Agreement") is made this 20th day of February, 1998 between Azteca Foods, Inc., an Illinois corporation, with its principal office at 5005 South Nagle Avenue, Chicago, Illinois 60638 ("Assignor"), and LaSalle National Bank, with its principal office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Assignee").

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith (as supplemented, amended or modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, the "Loan Agreements"), between Assignor and Assignee, Assignee will provide financial accommodation to Assignor; and

WHEREAS, Assignor desires to provide Assignee, for the benefit of the Assignee, with additional security in consideration of loans made or to be made to it by the Assignee;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. The Loan Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. To secure the complete and timely satisfaction of all of Borrower's Liabilities, Assignor hereby grants to Assignee, a security interest in and to the trademarks, and the registrations and applications therefor listed in Schedule A hereto, and any registrations and applications for registration thereof including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The assignment is given as collateral to secure payment in full of all of Borrower's Liabilities in accordance with the Loan Agreement. Notwithstanding any interpretation of this Agreement to the contrary, this Agreement in no way effects a present assignment of all or any of the Trademarks.

3. Assignor warrants that to the best of Assignor's knowledge, and except as otherwise disclosed to Assignee in the Loan Agreement, each of the Trademarks is valid and enforceable on the Closing Date and Assignor has notified Assignee in writing of all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware on the Closing Date.

4. Assignor agrees that, until all of Borrower's Liabilities to the Assignee have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.

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TRADEMARK
REEL: 002589 FRAME: 0083

5. Assignor authorizes Assignee to modify this Agreement by amending Schedule A hereto to include any and all future trademarks, trademark registrations and applications, as defined under paragraph 2, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

6. Assignor may grant licenses and sublicenses to the Trademarks in the ordinary course of its business, provided no Event of Default has occurred and is continuing under the Loan Agreement.

7. If any Event of Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Borrower's Liabilities. Any remainder of the proceeds after payment in full of Borrower's Liabilities shall be paid over to the Assignor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Assignor pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. At such time as Assignor shall satisfy in full all of the Borrower's Liabilities and the commitments of the Assignee to lend under the Loan Agreement have expired, the Assignee shall execute and deliver to Assignor all instruments as may be necessary or proper to re-vest in Assignor title to the Trademarks free of all encumbrances created by this Agreement.

9. During the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 9.

10. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or

partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

12. All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed duly given to any party or parties (a) upon delivery to the address of the party or parties set forth below if delivered in person or by courier or if sent by certified or registered mail (return receipt requested), or (b) upon dispatch if transmitted by telecopy or other means of facsimile transmission, in any case to the party or parties at the telecopy numbers set forth below, or to such other address or telecopy number as any party may hereafter designate by written notice in the aforesaid manner:

If to Assignee: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attn: Steven Marks, Vice President
Telecopy No.: (312) 904-6189
Telephone No.: (312) 904-6443

With a Copy to: Michael A. Nemeroff, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street
Suite 2400
Chicago, Illinois 60601-1003
Telecopy No.: (312) 609-5005
Telephone No.: (312) 609-7858

If to Assignor: Azteca Foods, Inc.
5005 South Nagle Avenue
Chicago, Illinois 60638
Attn: President
Telecopy No.: (708) 563-0311
Telephone No.: (708) 563-6600

With a Copy to:

Donald J. Russ, Jr.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60603
Telecopy No.: (312) 444-9027
Telephone No.: (312) 444-9300

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Except as provided in Paragraph 5, this Agreement may not be modified, altered or amended except by an agreement in writing signed by Assignor and Assignee.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

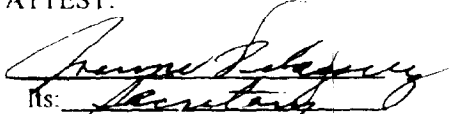
16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

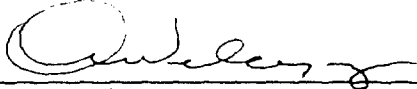
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has duly executed this Agreement in favor of Assignee, as of the date first written above.

AZTECA FOODS, INC.

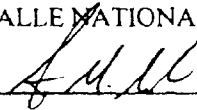
ATTEST:


Its: Secretary

By: 
Its: President

Agreed and Accepted as of this
20th day of February, 1998.

LASALLE NATIONAL BANK

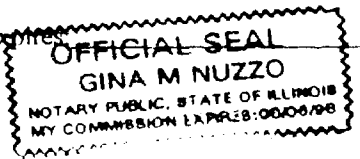
By: 
Its: VP

State of Illinois)
) SS
County of Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 20th day of February, 1998, appeared Arthur R. Velasquez known to me personally, and who, being by me first duly sworn, deposes and says that he/she is the President of Azteca Foods, Inc. and that the foregoing instrument (consisting of a Collateral Assignment of Trademarks) was signed on behalf of said corporation by authority of its Board of Directors and said Secretary acknowledged his/her signature to be his/her voluntary act and the voluntary act of said corporation.

Gina M. Nuzzo
Notary Public

My commission expires

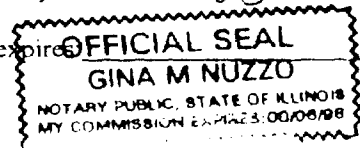


State of Illinois)
) SS.
County of Cook)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 20th day of February, 1998, appeared Steven Marks known to me personally, and who, being by me first duly sworn, deposes and says that she/he is the Vice President of LaSalle National Bank and that the foregoing instrument (consisting of a Collateral Assignment of Trademarks) was signed on behalf of said corporation by authority of its Board of Directors and said Steven Marks acknowledged her/his signature to be her/his voluntary act and the voluntary act of said corporation.

Gina M. Nuzzo
Notary Public

My commission expires



THIS INSTRUMENT PREPARED BY
AND AFTER FILING RETURN TO:
Michael A. Nemeroff, Esq.
Vedder, Price, Kaufman & Kammholz
222 North LaSalle Street, 24th Floor
Chicago, Illinois 60601-1003

VPCHI01#303465 1 2/19/98

RECORDED: 03/02/1998

TRADEMARK
REEL: 1695 FRAME: 0866

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE EXAMINER OF TRADEMARKS
(Attorney Docket No. 010502.78101)

In re Registration of:)
)
Azteca Foods, Inc.)
)
Reg. No.: 953743;954529;956581;)
977821;1427672;1445441)
)

U.S. Patent and Trademark Office
Assignment Division
Box Assignments CG-4
1213 Jefferson Davis Highway, Suite 320
Washington, DC 20231

Sir:

TRANSMITTAL LETTER

In regard to the above identified registration:

1. We are transmitting herewith the attached: Corrected Recordation form cover sheet, Copy of previously filed Recordation Document Reel 1695 Frame 0859 and Return Receipt Postcard.
2. With respect to additional fees: The Commissioner is authorized to charge any additional fees to Deposit Account No.19-0733.
3. CERTIFICATE UNDER 37 CFR 1.10: The undersigned hereby certifies that this Transmittal Letter and the papers, as described in paragraph 1 hereinabove, are being deposited with the United States Postal Service as "Express Mail, Post Office to Addressee", Express Mail No.EL941088562US, addressed to: U.S. Patent and Trademark Office, Assignment Division, Box Assignments CG-4, 1213 Jefferson Davis Highway, Suite 320, Washington, DC 20231 on this 23 day of September, 2002.

By: J. Pieter van Es
J. Pieter van Es
Attorney for Registrant

SCHEDULE A
TO
COLLATERAL ASSIGNMENT OF TRADEMARKS
DATED FEBRUARY 20, 1998

U.S. and Foreign Trademarks and Trademark Registration

1.	<u>U.S. Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>	
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BEFORE THE EXAMINER OF TRADEMARKS
(Attorney Docket No. 010502.78101)

In re Registration of:)
)
Azteca Foods, Inc.)
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Reg. No.: 953743;954529;956581;)
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U.S. Patent and Trademark Office
Assignment Division
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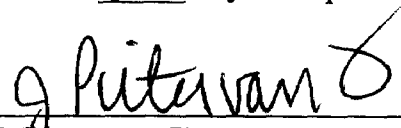
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By:



J. Pieter van Es
Attorney for Registrant