

10-16-2002



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

10-16-02

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
KD Acquisition I, LLC

10.16.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment No. 1 to Trademark Security Agreement
- Merger
- Change of Name

Execution Date: 10/10/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- 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)

2,426,796

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

10/11/02

Date

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

10/16/2002 JJALLAH2 00000026 2426796

01 FC:0521

40.00 DP

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

CONTINUATION OF ITEM 1

ADDITIONAL CONVEYING PARTIES

Snow Ball Foods, LLC, a Delaware limited liability company

KD Holdings, LLC, a Delaware limited liability company

Snow Ball Holding Co., Inc., a New Jersey corporation

KDSB Holdings, LLC, a Delaware limited liability company

03-18-2002

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



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

102019169

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

3-18-02

1. Name of conveying party(ies):
KD Acquisition I, LLC
3-18-02
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other DE Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation, as Agent
Internal Address: _____
Address: _____
Street Address: 201 High Ridge Road
City: Stamford State: CT Zip: 06927-5100
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 3/13/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Continuation of Item 4 attached.
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins
Suite 5800
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41).....\$ 265.00
 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.
Linda R. Kastner Linda R. Kastner 3/15/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 9

03/18/2002 DBYRNE 00000198 1406945
01 FC:481 40.00 OP
02 FC:482 225.00 OP

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

TRADEMARK
REEL: 002599 FRAME: 0243

CONTINUATION OF ITEM 1

ADDITIONAL CONVEYING PARTIES

Snow Ball Foods, LLC, a Delaware limited liability company
KD Holdings, LLC, a Delaware limited liability company
Snow Ball Holding Co., Inc., a New Jersey corporation
KDSB Holdings, LLC, a Delaware limited liability company

CONTINUATION OF ITEM 4

TRADEMARK REGISTRATION NUMBERS

1406945
1455610
2020523
2036859
2314802
2316847
2431322
2426796
1422105
2133991

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of March 13, 2002 (the "Trademark Security Agreement") by and among KD Acquisition I, LLC, a Delaware limited liability company ("KD"), Snow Ball Foods, LLC, a Delaware limited liability company ("Snow Ball"), KD Holdings, LLC, a Delaware limited liability company ("KD Holdings"), Snow Ball Holding Co., Inc., a New Jersey corporation ("Snow Ball Holdings"), KDSB Holdings, LLC, a Delaware limited liability company ("Holdings") (collectively, the "Grantors") in favor of General Electric Capital Corporation, a Delaware corporation, individually and in its capacity as Agent for Lenders ("GECC") with an office at 201 High Ridge Rd., Stamford, CT 06927-5100, is made as of October 10, 2002.

WHEREAS, KD and Snow Ball (the "Borrowers") and GECC are parties to that certain Credit Agreement dated as of March 18, 2002, (as amended from time to time the "Credit Agreement), pursuant to which GECC agreed to make loans and incur Letter of Credit Obligations on behalf of the Borrowers and the Borrowers and KD Holdings, Snow Ball Holdings and Holdings have granted to GECC, a security interest in substantially all of their assets, including, without limitation, their trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on March 18, 2002 at Reel 002462, Frame 0330, in the form attached hereto as Exhibit 1; and

WHEREAS, the parties desire to amend Schedule I to the Trademark Security Agreement to reflect the deletion of trademark registration number 2,426,796 and to insert instead registration number 2,426,769.

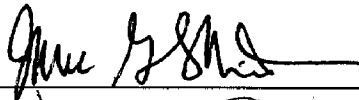
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedule I to the Trademark Security Agreement is hereby amended to reflect the deletion of trademark registration number 2,426,796 and to insert instead registration number 2,426,769.


2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed. This Amendment may be executed in counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantors and GECC have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.


KD ACQUISITION I, LLC

By: 
Name: Jim Skidmore
Title: Vice President

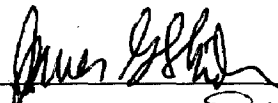
SNOW BALL FOODS, LLC

By: 
Name: Jim Skidmore
Title: Vice President

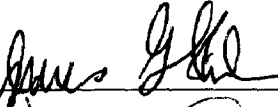
KD HOLDINGS, LLC

By: 
Name: Jim Skidmore
Title: Vice President

SNOW BALL HOLDING CO., INC.

By: 
Name: JIM SKIDMORE
Title: Vice President

KDSB HOLDINGS, LLC

By: 
Name: JIM SKIDMORE
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name: _____

Title: _____

SNOW BALL HOLDING CO., INC.

By: _____

Name: _____

Title: _____

KDSB HOLDINGS, LLC

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Michael Fine

Name: Michael Fine

Title: Its Duly Authorized Signatory

EXHIBIT 1

COPY OF RECORDED TRADEMARK SECURITY AGREEMENT

E-1

CH547058.1

TRADEMARK
REEL: 002599 FRAME: 0250

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2002 (as the same may be amended, supplemented, modified or restated from time to time, this "Trademark Security Agreement"), among KD ACQUISITION I, LLC, a Delaware limited liability company ("KD"), SNOW BALL FOODS, LLC, a Delaware limited liability company ("Snow Ball"), KD HOLDINGS, LLC, a Delaware limited liability company ("KD Holdings"), SNOW BALL HOLDING CO., INC., a New Jersey corporation ("Snow Ball Holdings"), KDSB HOLDINGS, LLC, a Delaware limited liability company ("Holdings") (Snow Ball, KD, Holdings, Snow Ball Holdings and KD Holdings are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and 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 KD and Snow Ball (collectively, "Borrowers"), Agent, the Persons signatory from time to time thereto as Lenders and the other Persons named therein as Credit Parties (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to incur Letter of Credit Obligations on behalf of Borrowers;

WHEREAS, those Grantors that are not Borrowers have guaranteed payment of the Obligations pursuant to the Holdings Guaranty of even date herewith;

WHEREAS, Agent and Lenders are willing to make the Loans (excluding the Term Loan C) and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each 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, Agent and Term Loan C Lenders are willing to make the Term Loan C as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Term Loan C Lenders, that certain Term Loan C 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 "Term Loan C Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Term Loan C Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and Term Loan C 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself and Lenders (other than Term Loan C Lenders), a continuing first priority security interest in, and grants to Agent, on behalf of itself and Term Loan C Lenders, a continuing second priority security interest in, all of such 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

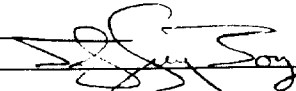
(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any 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 (other than the Term Loan C Lenders), pursuant to the Security Agreement and Agent, on behalf of the Term Loan C Lenders, pursuant to the Term Loan C Security Agreement and subject to Section 13 of the Credit Agreement. Each 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 and the Term Loan C Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

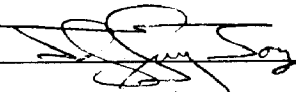
[Signature pages follow]

IN WITNESS WHEREOF, each 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.

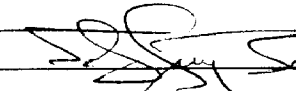
KD ACQUISITION I, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

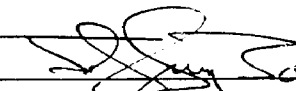
SNOW BALL FOODS, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

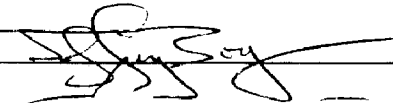
KD HOLDINGS, LLC

By: 
Name: Jeffrey Joyce
Title: Executive VP

SNOW BALL HOLDING CO., INC.


By: 
Name: Jeffrey Joyce
Title: Executive VP

KDSB HOLDINGS, LLC

By: 
Name: Jeffrey Soyak
Title: Executive VP

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Michael Fine
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Snow Ball Foods, LLC

1. Registered Trademarks

"Snow Ball" U.S Registration No. 1,406,945

Snow Ball (Design) U.S Registration No. 1,455,610

"Executive Chef" U.S Registration No. 2,020,523

"Why Not Buffalo Wing-It?" U.S Registration No. 2,036,859

Snow Ball (Design) U.S Registration No. 2,314,802

Executive Chef (Design) U.S Registration No. 2,316,847

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

License Agreement from Jefferson & Northwing Company, Inc. to Snow Ball Foods, Inc. dated September 6, 1995, as amended on December 7, 2000 for Frank and Teressa's Anchor Bar brand wings.

KD Acquisition I, LLC

1. Registered Trademarks

"Kings Delight" U.S. Registration No. 2,431,322

Chicken head design used by Kings Delight, U.S Registration No. 2,426,796

"Lake Lanier Farms" U.S. Registration No. 1,422,105

"Chick-A-Saurs", U.S. Registration No. 2,133,991

2. Unregistered Trademarks

Kings Value

Sugar Lake Farms

Braselton Poultry

Southeastern Freezer

Julia's

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

King's Delight, Ltd. is licensed to use the trademark "CluxDelux" by the Greenville County School District. Kings Delight, Ltd. has the option to purchase the trademark "CluxDelux" from the Greenville County School District.

KDSB Holdings, LLC

None.

Snow Ball Holding Co., Inc.

None.

KD Holdings, LLC

None.