

**TRADEMARK RECORDATION COVER SHEET**

11/21/02

11-21-2002

U.S. Patent and Trademark Office  
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1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, Virginia 22202-3513



102288816

RECORDED 11/21/02 11:05 AM

Please record the attached original documents or copy thereof.

|  |  |
|--|--|
| <p>1. Name of conveying party(ies):<br/><b>Harmony Foods Corporation</b></p> <p><input type="checkbox"/> Individual(s)<br/> <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership<br/> <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u><br/> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached:     <input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Wells Fargo Business Credit, Inc.</u><br/> Street Address: <u>245 South Los Robles Avenue</u><br/> <u>Suite 600</u><br/> City <u>Pasadena</u>     State <u>CA</u>     Zip <u>91101</u></p> <p><input type="checkbox"/> Individual(s) _____<br/> <input type="checkbox"/> Association _____<br/> <input type="checkbox"/> General Partnership _____<br/> <input checked="" type="checkbox"/> Limited Partnership <u>Minnesota</u><br/> <input type="checkbox"/> Corporation-State _____<br/> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached:     <input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached:     <input type="checkbox"/> Yes     <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment<br/> <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement<br/> <input type="checkbox"/> Change of Name<br/> <input checked="" type="checkbox"/> Other     Document previously recorded on Reel 2550, Frame 001, contained an error and registration #2243834. Document to be re-recorded to correct error on stated Reel.</p> <p>Execution Date: <u>June 27, 2002</u></p>   |  |
| <p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s):</p> <p>11/22/2002 LHMUELLER 00000022 2243834<br/> 01 FF:0521     40.00/DP</p>   | <p>B. Trademark Registration No(s):<br/><b>2243834</b></p>   |
| <p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Totam Terry Luu</u><br/> Street Address: <u>Mayer, Brown &amp; Platt</u><br/> <u>350 South Grand Avenue, 25<sup>th</sup> Floor</u><br/> City: <u>Los Angeles</u><br/> State: <u>CA</u>     Zip: <u>90071</u></p>   | <p>6. Total number of applications and registrations involved:     <u>1</u></p> <p>7. Total fee (37 CFR 3.41)     <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed<br/> <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____<br/> (Attach duplicate copy of this page if paying by deposit account)</p>  |

|   |                       |
|---|-----------------------|
| <p>9. Statement and signature:<br/>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.</p> |                       |
| <p><u>Totam Terry Luu</u><br/>Name of Person Signing</p>  | <p><br/>Signature</p> |
| <p align="right"><u>November 20, 2002</u><br/>Date</p>  |                       |

TRAC MARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

07-25-2002



102168612

7.25.02

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Harmony Foods Corporation
2. Name and address of receiving party(ies): Wells Fargo Business Credit, Inc.
3. Nature of conveyance: Security Agreement
4. Application number(s) or registration number(s)
5. Name and address of party to whom correspondence concerning documents should be mailed: Totam Terry Luu
6. Total number of applications and registrations involved: 36
7. Total fee (37 CFR 3.41): \$915.00
9. Statement and signature: Totam Terry Luu, July 24, 2002

## EXHIBIT B

### UNITED STATES TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

#### REGISTRATIONS

| <u>Mark</u>                      | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------------------------|----------------------------|--------------------------|
| Bold Bean                        | 2243844                    | 5/4/99                   |
| Carabee                          | 1,323,525                  | 3/5/85                   |
| Gummypalooza                     | 2,504,186                  | 11/6/01                  |
| Harmony                          | 1,397,028                  | 6/10/86                  |
| Harmony                          | 1,129,023                  | 1/8/80                   |
| Harmony                          | 1,129,027                  | 1/8/80                   |
| Harmony                          | 1,129,029                  | 1/8/80                   |
| Harmony (& Design)               | 1,479,848                  | 3/8/88                   |
| Harmony (Stylized)               | 1,509,482                  | 10/18/88                 |
| Harmony Snacks                   | 1,957,128                  | 2/20/96                  |
| Parker's Pride                   | 2,263,260                  | 7/20/99                  |
| Pastamore Party Mix              | 1,353,146                  | 8/6/85                   |
| Planet Harmony                   | 2,507,347                  | 11/13/2001               |
| Snack Island                     | 1,526,930                  | 2/28/89                  |
| "Smiling Globe Design" trademark | 2,505,318                  | 11/6/2001                |
| "Smiling Globe Design"           | 2,309,375                  | 1/18/2000                |
| "Walking Globe Design"           | 2,494,953                  | 10/2/2001                |
| "Walking Globe Design"           | 2,309,374                  | [1/18/2000               |
| "Walking Globe Design"           | 2,485,960                  | 9/4/2001                 |

APPLICATIONS

| <u>Mark</u>         | <u>Serial Number</u> | <u>Filing Date</u> |
|---------------------|----------------------|--------------------|
| Polar Bearz         | 78/130,533           | [5/25/2002]        |
| Harmony Xtreme      | 78,130,544           | 5/23/2002          |
| Select-a-Mix        | 76/057,136           | 5/25/2000          |
| Select-a-Mix        | 76/057,137           | 5/25/2000          |
| Harmony Snacks      | 76/350,065           | 12/19/2001         |
| Harmony             | 76/275,043           | 6/22/2001          |
| Harmony             | 75/843,038           | 11/10/1999         |
| Planet Harmony      | 75/644,156           | 2/18/1999          |
| Planet Harmony      | 75/867,009           | 12/8/1999          |
| Planet Harmony Plus | 75/741,989           | 7/1/1999           |
| Planet Harmony Plus | 75/741,991           | 7/1/1999           |
| Planet Harmony Plus | 75/741,206           | 7/1/1999           |
| Planet Harmony Plus | 75/741,990           | 7/1/1999           |
| Planet Harmony Plus | 75/783,957           | 8/25/1999          |
| Planet Harmony Plus | 75/783,956           | 8/25/1999          |
| Planet Harmony Plus | 75/783,955           | 8/25/1999          |
| Planet Harmony Plus | 75/783,987           | 8/25/1999          |

# PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 27, 2002 is made by and between Harmony Foods Corporation, a Delaware 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.

## AGREEMENT

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 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.

(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 (except that Debtor may abandon Trademarks in the ordinary course of business), 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 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 and Security Interest 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 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 the state of California 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 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 Agreement as of the date written above.

HARMONY FOODS CORPORATION

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CHARLES LEE SR. U.P.

WELLS FARGO BUSINESS CREDIT,  
INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

HARMONY FOODS CORPORATION

x Charles Lee  
By Carl Mancini

Name: CARL R. MANCINI

Title: V.P. FINANCE  
& CHARLES LEE SR. VP.

WELLS FARGO BUSINESS CREDIT,  
INC.

By Angelo Samperisi

Name: ANGELO SAMPERISI

Title: VICE PRESIDENT

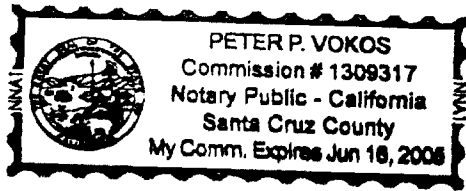
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF SANTA CRUZ ) ss.

On JUNE 27 2002, before me, PETER P. VOKOS,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared CARL R. MANCINI & CHARLES HEE,  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer  
VP. FINANCE & CR. VP.  
Title(s)
- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

PATENT, TRADEMARK AGREEMENT  
Title or Type of Document

15  
Number of Pages

JUNE 27 02  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

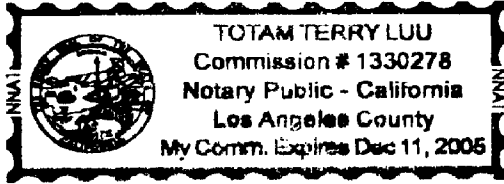
State of California

County of Los Angeles } ss.

On July 23, 2002 before me, Totam Terry Luu  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Angelo Samperisi  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Totam Terry Luu  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Patent & Trademark Security Agreement

Document Date: June 27, 2002 Number of Pages: \_\_\_\_\_

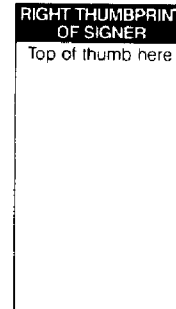
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



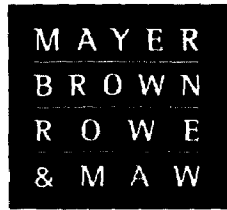
# EXHIBIT A

## UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

| <u>Title</u>   | <u>Patent/Serial Number</u> | <u>Issue/Filing Date</u> |
|--|-----------------------------|--------------------------|
| Food Container With A Hinged Cover (Utility<br>[Patent]) | 4,744,487                   | 5/17/88                  |

## FOREIGN ISSUED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
|--------------|----------------|----------------------|-------------------|



July 24, 2002

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, Virginia 22202

350 South Grand Avenue  
25th Floor  
Los Angeles, California 90071-1503

Main Tel (213) 229-9500  
Main Fax (213) 625-0248  
[www.mayerbrownrowe.com](http://www.mayerbrownrowe.com)

**Totam Terry Luu**  
Direct Tel (213) 621-9487  
[tluu@mayerbrownrowe.com](mailto:tluu@mayerbrownrowe.com)

Re: Wells Fargo Business Credit, Inc./  
Harmony Foods Corporation

Dear Patent and Trademark Examiner:

Enclosed for recordation please find the following documentation:

I. Trademarks:

- (a) a Patent and Trademark Security Agreement ("Security Agreement") between Wells Fargo Business Credit, Inc. and Harmony Foods Corporation with respect to the thirty-six (36) registered trademarks and applications listed therein;
- (b) a completed Trademark Recordation Cover Sheet; and
- (c) a check in the amount of \$915.00 to cover the recording fee.

II. Patents:

- (a) a Patent and Trademark Security Agreement ("Security Agreement") between Wells Fargo Business Credit, Inc. and Harmony Foods Corporation with respect to the one (1) issued patent listed therein;
- (b) a completed Patent Recordation Cover Sheet; and
- (c) a check in the amount of \$40.00 to cover the recording fee.

Please record the enclosed Security Agreements pursuant to your standard procedure. I have enclosed a preaddressed, stamped envelope so that you may return the documents once they have been recorded

Brussels Charlotte Chicago Cologne Frankfurt Houston London Los Angeles Manchester New York Palo Alto Paris Washington, D.C.  
Independent Mexico City Correspondent: Jauregui, Navarrete, Nader y Rojas, S.C.

Mayer, Brown, Rowe & Maw is a U.S. General Partnership. We operate in combination with our associated English partnership in the offices listed above.

**TRADEMARK**  
**REEL: 002620 FRAME: 0253**

U.S. Patent and Trademark Office

July 24, 2002

Page 2

MAYER  
BROWN  
ROWE  
& MAW

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

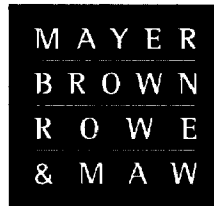


Totam Terry Luu  
Paralegal

Enclosures.

cc: Hamid R. Namazie, Esq. (interoffice, w/o encl.)





November 20, 2002

350 South Grand Avenue  
25th Floor  
Los Angeles, California 90071-1503

U.S. Patent and Trademark Office  
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**Totam Terry Luu**  
Direct Tel (213) 621-9487  
tluu@mayerbrownrowe.com

Re: Wells Fargo/Harmony Foods

Dear Examiner:

Enclosed is a copy of the Notice of Recordation of Assignment Document and the recorded Patent and Trademark Security Agreement. The document, previously recorded on Reel 2550, Frame 001, contains an error of registration No. 2243844. Please re-record to correct the error on stated Reel. Also enclosed is a new cover sheet to accompany the recorded security agreement with a check payable to the US Patent and Trademark Office to cover the recording fees of Forty Dollars (\$40.00).

Further, these documents are being resubmitted for recordation as of the original date received by the Patent and Trademark Office, as per your Notice of Assignment Recordation.

If you have any questions, or if there are additional problems with the enclosed documents, please do not hesitate to call me at the number listed above.

Respectfully submitted,

Totam Terry Luu  
Paralegal

cc: Wells Fargo Business Credit, Inc.  
Hamid R. Namazie, Esq. (w/o encl.)  
Mr. Carl Mancini (via facsimile, w/ encl.)  
Eric Wachspres, Esq. (via facsimile, w/ encl.)

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SEPTEMBER 23, 2002

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Under Secretary of Commerce For Intellectual Property and  
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MAYER, BROWN & PLATT  
TOTAM TERRY LUU  
350 SOUTH GRAND AVENUE  
25TH FLOOR  
LOS ANGELES, CA 90071



\*102168612A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/25/2002

REEL/FRAME: 002550/0001  
NUMBER OF PAGES: 13

BRIEF: SECURITY INTEREST

ASSIGNOR:  
HARMONY FOODS CORPORATION

DOC DATE: 06/27/2002  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:  
WELLS FARGO BUSINESS CREDIT, INC.  
245 SOUTH LOS ROBLES AVENUE  
SUITE 600  
PASADENA, CALIFORNIA 91101

CITIZENSHIP: MINNESOTA  
ENTITY: LIMITED PARTNERSHIP

APPLICATION NUMBER: 78130533  
REGISTRATION NUMBER:

FILING DATE: 05/22/2002  
ISSUE DATE:

MARK: POLAR BEARZ  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 78130544  
REGISTRATION NUMBER:

FILING DATE: 05/22/2002  
ISSUE DATE:

MARK: HARMONY XTREME  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76057136  
REGISTRATION NUMBER:

FILING DATE: 05/25/2000  
ISSUE DATE:

MARK: SELECT-A-MIX  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76057137  
REGISTRATION NUMBER:

FILING DATE: 05/25/2000  
ISSUE DATE:

MARK: SELECT-A-MIX  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76350065  
REGISTRATION NUMBER:

FILING DATE: 12/19/2001  
ISSUE DATE:

MARK: HARMONY SNACKS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76275043  
REGISTRATION NUMBER:

FILING DATE: 06/22/2001  
ISSUE DATE:

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75843038  
REGISTRATION NUMBER:

FILING DATE: 11/10/1999  
ISSUE DATE:

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75644156  
REGISTRATION NUMBER:

FILING DATE: 02/19/1999  
ISSUE DATE:

MARK: PLANET HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75867009  
REGISTRATION NUMBER:

FILING DATE: 12/08/1999  
ISSUE DATE:

MARK: PLANET HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741989  
REGISTRATION NUMBER:

FILING DATE: 07/01/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741991  
REGISTRATION NUMBER:

FILING DATE: 07/01/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741206  
REGISTRATION NUMBER:

FILING DATE: 07/01/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75741990  
REGISTRATION NUMBER:

FILING DATE: 07/01/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75783957  
REGISTRATION NUMBER:

FILING DATE: 08/25/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75783956  
REGISTRATION NUMBER:

FILING DATE: 08/25/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75783955  
REGISTRATION NUMBER:

FILING DATE: 08/25/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75783987  
REGISTRATION NUMBER:

FILING DATE: 08/25/1999  
ISSUE DATE:

MARK: PLANET HARMONY PLUS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75386657  
REGISTRATION NUMBER: 2243844

FILING DATE: 11/07/1997  
ISSUE DATE: 05/04/1999

MARK: SKYE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73335031  
REGISTRATION NUMBER: 1323525

FILING DATE: 11/02/1981  
ISSUE DATE: 03/05/1985

MARK: CARABEE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76171053  
REGISTRATION NUMBER: 2504186

FILING DATE: 11/24/2000  
ISSUE DATE: 11/06/2001

MARK: GUMMYPALOOZA  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73548914  
REGISTRATION NUMBER: 1397028

FILING DATE: 07/19/1985  
ISSUE DATE: 06/10/1986

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73184473  
REGISTRATION NUMBER: 1129023

FILING DATE: 09/05/1978  
ISSUE DATE: 01/08/1980

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73184468  
REGISTRATION NUMBER: 1129027

FILING DATE: 09/05/1978  
ISSUE DATE: 01/08/1980

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73184469  
REGISTRATION NUMBER: 1129029

FILING DATE: 09/05/1978  
ISSUE DATE: 01/08/1980

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73666810  
REGISTRATION NUMBER: 1479848

FILING DATE: 06/12/1987  
ISSUE DATE: 03/08/1988

MARK: HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73715332  
REGISTRATION NUMBER: 1509482

FILING DATE: 03/07/1988  
ISSUE DATE: 10/18/1988

MARK: HARMONY  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 74539368  
REGISTRATION NUMBER: 1957128

FILING DATE: 06/10/1994  
ISSUE DATE: 02/20/1996

MARK: HARMONY SNACKS  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75546041  
REGISTRATION NUMBER: 2263260

FILING DATE: 09/01/1998  
ISSUE DATE: 07/20/1999

MARK: PARKER'S PRIDE  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73511349  
REGISTRATION NUMBER: 1353146

FILING DATE: 11/30/1984  
ISSUE DATE: 08/06/1985

MARK: PASTAMORE PARTY MIX  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 75381446  
REGISTRATION NUMBER: 2507347

FILING DATE: 10/29/1997  
ISSUE DATE: 11/13/2001

MARK: PLANET HARMONY  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73692382  
REGISTRATION NUMBER: 1526930

FILING DATE: 10/29/1987  
ISSUE DATE: 02/28/1989

MARK: SNACK ISLAND  
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 75826006  
REGISTRATION NUMBER: 2505318

FILING DATE: 10/18/1999  
ISSUE DATE: 11/06/2001

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75650351  
REGISTRATION NUMBER: 2309375

FILING DATE: 02/26/1999  
ISSUE DATE: 01/18/2000

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75826007  
REGISTRATION NUMBER: 2494953

FILING DATE: 10/18/1999  
ISSUE DATE: 10/02/2001

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75650350  
REGISTRATION NUMBER: 2309374

FILING DATE: 02/26/1999  
ISSUE DATE: 01/18/2000

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

APPLICATION NUMBER: 75779773  
REGISTRATION NUMBER: 2485960

FILING DATE: 08/18/1999  
ISSUE DATE: 09/04/2001

MARK:  
DRAWING TYPE: MISCELLANEOUS DESIGN

JOANN STEWART, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS