

11-26-2002

FORM COVER SHEET MARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

11-26-02

Tab settings



To the

102293034

marks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Senor Felix's Gourmet Mexican Food, Inc.

MED 11-26-02

- Individual(s), General Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other Trademark Collateral Agreement (checked), Merger, Change of Name

Execution Date: November 6, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois banking corporation (checked)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked)

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No (checked)

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

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

See Schedule A-1 attached hereto and made a part hereof.

Additional numbers attached? Yes No (checked)

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

Name: ibe

Internal Address:

RETURN TO: FEDERAL RESEARCH CORP 1030 15th STREET NW SUITE 920 WASHINGTON DC 20005

City: State: ZIP:

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41):

\$140.00

- Enclosed (checked), 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.

Elizabeth A. Szklarc Name of Person Signing

Elizabeth A. Szklarc Signature

11/20/02 Date

Total number of pages including cover sheet, attachments, and document: 6

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

1337102 11/27/2002 BTOM11 00000062 1553101

01 FC:8521

40.00 DP

02 FC:8522

100.00 DP

TRADEMARK REEL: 002623 FRAME: 0073

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	CLASS	SERIAL NO. / REG. NO.	FILING DATE OR RENEWAL DATE	STATUS
Rio De Oro		1553101	8.22.09	Registered
Rojos		1554894	9.5.09	Registered
Ultimate Dips		2627005	9.24.08	Registered
Ultimate Gourmet		2594779	7.16.07	Reg.(Not in Use)
Man Under Hat/Cactus		1562381	10.24.09	Reg.(Not in Use)

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE.

COMMON LAW MARKS AND TRADE NAMES

NONE.

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE.

TRADEMARK COLLATERAL AGREEMENT

This 6th day of November, 2002, Senor Felix's Gourmet Mexican Food, Inc., a California corporation, to become known as Fresh Food Concepts, Inc. ("*Debtor*") with its principal place of business and mailing address at 15023 Ramona Blvd., Baldwin Park, CA 91076, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges for collateral purposes to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SEÑOR FELIX'S GOURMET MEXICAN FOOD,
INC., to become known as Fresh Food
Concepts, Inc.

By _____
Name *Alma G. Lopez*
Title *CFO / SECRETARY*

HARRIS TRUST AND SAVINGS BANK

By _____
Name _____
Title _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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SENOR FELIX'S GOURMET MEXICAN FOOD,
INC., to become known as Fresh Food
Concepts, Inc.

By _____
Name _____
Title _____

HARRIS TRUST AND SAVINGS BANK

By W. T. Kane
Name William J. Kane
Title Vice President