



12-10-2002



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

R 102306742 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Frozen Specialties, Inc.

12-3-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment for Security

Execution Date: November 26, 2002

2. Name and address of receiving party(ies)

Name: AmSouth Bank, as Agent

Internal Address: c/o AmSouth Capital Corp.

Street Address: 350 Park Avenue, 20th Floor

City: New York State: NY Zip: 10022

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

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) 2,425,543

Additional number(s) attached Yes No

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

Name: Anita Baker, Esq.

Kaye Scholer LLP

Internal Address:

425 Park Avenue

Street Address:

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41): \$ 490.00

- 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.

Johanne R. Rémy

Name of Person Signing

Signature

Nov 29, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

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

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**SCHEDULE 2-A TO GRANT OF SECURITY****TRADEMARKS**

Grantor and nature of interest (e.g., owner, licensee)	Registered Trademark	Registration Number	Date Registered	Country of Registration
Frozen Specialties, Inc. (owner)	MORNING BITES	2,425,543	01-30-01	United States
Frozen Specialties, Inc. (owner)	FSI & Design	2,116,332	11-25-97	United States
Frozen Specialties, Inc. (owner)	PIZZA BAGEL & Design	1,980,667	06-18-96	United States
Frozen Specialties, Inc. (owner)	GOLDEN TOPPING	1,346,548	07-02-85	United States
Frozen Specialties, Inc. (owner)	Design of Man on Skates	1,335,761	05-14-85	United States
Frozen Specialties, Inc. (owner)	FOX DE LUXE	1,097,642	07-25-78	United States
Frozen Specialties, Inc. (owner)	MR. P'S	965,688	08-07-73	United States
Frozen Specialties, Inc. (owner)	GW (stylized)	676,421	03-31-59	United States

**TRADEMARK APPLICATIONS**

Grantor and nature of interest (e.g., owner, licensee)	Trademark Application relates to following Trademark	Serial Number	Country of Application
Frozen Specialties, Inc. (owner)	ONE MORE	76/412,348	United States
Frozen Specialties, Inc. (owner)	DELIBITES	76/393,154	United States
Frozen Specialties, Inc. (owner)	DELI-BITES	76/357,431	United States
Frozen Specialties, Inc. (owner)	STRUDEL STUFFS	76/357,430	United States

	Trademark Application Number	Serial Number	Country
Frozen Specialties, Inc. (owner)	DELI BITES	76/339,027	United States
Frozen Specialties, Inc. (owner)	BURGERTIZERS	76/303,964	United States
Frozen Specialties, Inc. (owner)	RISING BITES	76/242,545	United States
Frozen Specialties, Inc. (owner)	SHRIMP BITES	76/242,542	United States
Frozen Specialties, Inc. (owner)	RISING SLICES	76/197,674	United States
Frozen Specialties, Inc. (owner)	SPINACH FINGERS	76/172,513	United States
Frozen Specialties, Inc. (owner)	BURGER BITES	76/172,512	United States

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Frozen Specialties, Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

Notwithstanding the foregoing provisions of this paragraph, such grant of a security interest shall not extend to, and the term "Collateral" shall not include, any contract rights and other general intangibles to which the Assignor is a party or any of its rights or interests thereunder, to the extent that such contract rights and other general intangibles are not assignable or capable of being encumbered under the terms thereof.

WHEREAS, when the Secured Obligations (other than contingent and indemnification) have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired (or have been cash collateralized or backed up by letters of credit pursuant to Section 2.4(j) of the Loan and Security Agreement), this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

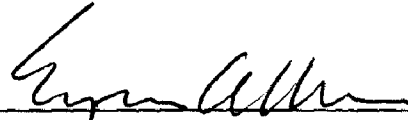
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 26<sup>th</sup> day of November, 2002.

FROZEN SPECIALTIES, INC.

By:   
Name: Eugene A. Welka  
Title: President and CEO