

12-16-2002

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/31)
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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):

Carlton Foods Corp.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 11/20/2002

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a Division of
Internal Merrill Lynch Business Financial Services,
Address: Inc., as Agent

Street Address: 222 N. LaSalle St., 17th floor

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State IL
- 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) 2007809; 1023856

Additional number(s) attached Yes No

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

Name: _____

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: _____

2

7. Total fee (37 CFR 3.41)..... \$ 125⁰⁰

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Jensen

Name of Person Signing

Signature

12/13/2002

Date

4

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

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

12/17/2002 6T0N11 0000060 2007809

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 002633 FRAME: 0324

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20th day of November 2002, by Carlton Foods Corp., (the "Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, and Atlantic Premium Brands, Ltd., Prefco Corp., Richards Cajun Foods Corp. and Potter Sausage Co. (collectively, the "Co-Borrowers"), and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and the Co-Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, the Co-Borrowers and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of the Grantor including all right, title and interest of the applicable Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the Co-Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement 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 Security Agreement.

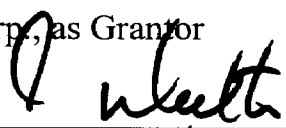
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

Carlton Foods Corp., as Grantor

By 
Title Chief Financial Officer/Treasurer/Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Its: Vice President

SCHEDULE I

Marks with Carlton Foods as Owner

<i>Mark</i>	<i>Case No.</i>	<i>CountryName</i>	<i>Status</i>	<i>App. No.</i>	<i>Filing</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Renewal</i>
SNACKWURST	215758	United States of America	Registered	74/679437	23-May-95	2007809	15-Oct-96	15-Oct-06

OwnerName: Carlton Foods Corp. *Owner:* CARLTONCORP

WURST NEW BRAUNFELS' CREST DESIGN	167535	United States of America	Registered	73/003699	15-Oct-73	1023856	28-Oct-75	28-Oct-05
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OwnerName: Carlton Foods Corp. *Owner:* CARLTONCORP