

12-16-2002

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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/03)  
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1 SHEET  
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):  
Prefco Corp.

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

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

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 \_\_\_\_\_  
 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: 11/20/2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) 206447; 2064470;  
2459977

Additional number(s) attached  Yes  No

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

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**1030 15<sup>th</sup> STREET NW**  
Street Address: **SUITE 920**  
**WASHINGTON DC 20005**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 3


7. Total fee (37 CFR 3.41).....\$ 90<sup>00</sup>

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

Total number of pages including cover sheet, attachments, and document: 4

12/17/2002 GT0N11 0000058 206447

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

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 002633 FRAME: 0338

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 20<sup>th</sup> day of November 2002, by Prefco 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"):

## WITNESSETH

WHEREAS, Grantor, and Atlantic Premium Brands, Ltd., Carlton Foods 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

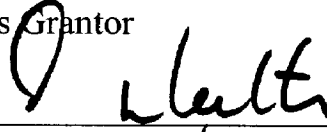
of the business connected with the use of, and symbolized by, each Trademark;  
and

(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.

Prefco 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 Prefco Corp. 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>
BLUE RIBBON BRAND & Design	215757	United States of America	Registered	74/709558	01-Aug-95	206447	27-May-97	27-May-07
<i>OwnerName:</i> Prefco, Corp.			<i>Owner:</i> PREFCO					
BLUE RIBBON BRAND DESIGN	183838	United States of America	Registered	74/709558	01-Aug-95	2064470	27-May-97	27-May-07
<i>OwnerName:</i> Prefco, Corp.			<i>Owner:</i> PREFCO					
BLUE RIBBON BRAND TEXAS TRADITIONS CO.	184155	United States of America	Registered	75/410310	24-Dec-97	2459977	12-Jun-01	12-Jun-11
<i>OwnerName:</i> Prefco, Corp.			<i>Owner:</i> PREFCO					