

02-06-2003



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

Form PTO-1594
Rev. 03/01)
MB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2-3-03
 Vietti Foods Company, Inc.

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: Union Planters Bank, National Association
 Internal Address: _____
 Address: _____
 Street Address: 401 Union Street, Third Floor
 City: Nashville State: TN Zip: 37219

Individual(s) citizenship _____
 Association a national banking 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: January 31, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
769248; 1594449; and 2204114

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 3

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Charles B. Robbins, Esq.
 Internal Address: Stokes, Bartholomew Evans & Petree, P.A.
 Street Address: 424 Church Street, Suite 2800
 City: Nashville State: TN Zip: 37219

7. Total fee (37 CFR 3.41).....\$ 90.00
 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.
 Charles B. Robbins [Signature] January 31, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

02/05/2003 LMUELLER 00000056 769248
 01 FC:8521 40.00/OP
 02 FC:8522 50.00/OP

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

TRADEMARK
 REEL: 002665 FRAME: 0707

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective as of the 31st day of January, 2003, by and between **VIETTI FOODS COMPANY, INC.**, a Tennessee corporation ("Borrower"), and **UNION PLANTERS BANK, NATIONAL ASSOCIATION**, a national banking association with offices in Nashville, Tennessee ("Lender").

WITNESSETH:

1. DEFINITIONS.

1.1 Financing Agreement. Any capitalized term used, but not defined in this Agreement, will have the meaning given to it in the Loan and Security Agreement between Lender and Borrower dated of even date herewith (the "Loan Agreement").

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Borrower not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Borrower is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the UCC will, unless the context indicates otherwise, have the meanings provided for in the UCC.

(vi) "Material item of the Trademark Collateral" means each item of the Trademark Collateral unless, with respect to the applicable item of Trademark Collateral, the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of the Borrower's business. For purposes of this Agreement, the Trademark Collateral comprised, in whole or in part, of marks, logos, or symbols using (or depicting) in any manner the word "Vietti" (alone or in combination with any other words, symbols or images) is deemed to be a "material item" of Trademark Collateral (without limitation as to whether any of the other marks are material).

2. **GRANT OF SECURITY.** As security for the payment and performance of the Indebtedness, as such term is defined in Section 2.1 of that certain Loan and Security Agreement entered into by and between Borrower and Lender dated of even date herewith (the "Indebtedness"), Borrower hereby grants to Lender a continuing security interest in, a pledge of, and an assignment intended as security of, Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means:

(i) all of Borrower's right, title and interest in and to all of their now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and all renewals thereof;

(ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payment for past or future infringements thereof;

(iii) the right to sue for past, present and future infringements thereof;

(iv) all rights corresponding thereto throughout the world;

(v) the Trademark License Rights (as defined below); and

(vi) together in each case with the goodwill of the Borrower's business connected with the use of, and symbolized by, the Trademark Collateral.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Borrower ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Agreement.

3. **LICENSE; SECURITY INTEREST.**

3.1 Grant of Licenses. As security for the full, prompt and complete payment and performance of all of the Indebtedness, Borrower hereby grants, assigns and conveys to Lender all of Borrower's right, title and interest in, to and under all license agreements with any person or entity, whether Borrower is licensor or licensee under any such license agreement but including the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder (such rights as licensor or licensee sometimes referred to herein collectively as the "Trademark License Rights").

3.2 License by Lender. In consideration of the undertaking of Borrower to fulfill the covenants of this Agreement and to discharge the Indebtedness, Lender grants to Borrower a personal, non-transferable exclusive right and license (without recourse, representation or warranty of any kind), to exercise the Trademark License Rights (such right and license referred to herein as the "License"). Upon the occurrence of an Event of Default which is not cured within any applicable cure period set forth in the Loan Agreement, or any other document or agreement executed in connection therewith, and upon notice from Lender to Borrower, (i) the License shall terminate forthwith, (ii) all rights and interests in, to and under the License shall revert to Lender, and (iii) Lender shall have all other rights and remedies provided herein and in the other loan documents executed in relation to the Loan Agreement (the "Loan Documents"). If the Event of Default ceases to exist, then, without any further action on the part of Lender, the License shall revert with Borrower.

3.3 Security Interest in the License. As security for the full and prompt payment and performance of all of the Indebtedness, Borrower hereby grants to Lender a continuing security interest in, a pledge of, and an assignment intended as security of, all of the right, title and interest of Borrower in and to the License.

4. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants that:

(i) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral and the License, free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants by Borrower not to sue any other Person in respect of the Trademark Collateral and the License, except the Liens in favor of Lender.

(ii) Set forth in Schedule I is a complete and accurate list of all the Trademark License Rights, trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Borrower or in which Borrower has any rights.

(iii) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to the best of the Borrower's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Borrower has notified Lender in writing of all prior uses of any material item of the Trademark Collateral of which Borrower is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any person or entity with respect to any part of the Trademark Collateral pursuant to this Agreement in favor of Lender.

(v) Reasonable and proper statutory notice has been used in connection with the use of each registered trademark and service mark.

(vi) The Trademark License Rights are in full force and effect, and Borrower is not in default of any of the Trademark License Rights and, to Borrower's knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by Borrower under the Trademark License Rights.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of UCC financing statements, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Borrower of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (b) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Actions by Borrower. Borrower will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to (i) continue, perfect and protect the Liens granted or purported to be granted hereby or (ii) enable Lender to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral and the License, or both. Without limiting the generality of the foregoing, Borrower will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as Lender may reasonably request, in order to perfect and preserve the Liens granted or purported to be granted hereby.

5.2 Financing Statements. Borrower hereby authorizes Lender to file one or more financing statements relative to all or any part of the Trademark Collateral and the License. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Trademark Collateral or any part thereof or the License shall be sufficient as a financing statement where permitted by law.

5.3 Further Information. Borrower will furnish to Lender from time to time statements and schedules further identifying and describing the Trademark Collateral and the License and such other reports in connection with the Trademark Collateral and the License as Lender may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Borrower agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration, which is not now identified in Schedule I, (i) Borrower will give prompt written notice thereof to Lender, (ii) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for

trademark or service mark registration (exclusive of any Intent to Use Applications), and (iii) any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Borrower authorizes Lender to modify this Agreement by amending Schedule I to include any of the Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, which becomes part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. Borrower will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its businesses, Borrower agrees to take corresponding steps with respect to the other items of Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral) and each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Borrower is now or later become entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not (i) abandon any registration of or any material item of Trademark Collateral or (ii) abandon any right to file an application for trademark or service mark registration, or, with respect to any other Trademark Collateral (*i.e.*, exclusive of any material item of Trademark Collateral), abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Borrower's business.

5.6 Notification. Borrower will notify Lender immediately and in writing if Borrower learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Borrower becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any person or entity, Borrower will promptly notify Lender and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as Borrower deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Borrower.

5.8 Statutory Notice. Borrower will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. **TRANSFERS AND OTHER LIENS.** Borrower shall not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or the License, except (a) as expressly permitted by the Loan Agreement, and (b) Borrower may grant non-exclusive licenses of Trademark Collateral in the ordinary course of Borrower's business to have third parties manufacture products to be sold by Borrower or its licensees in the ordinary course of its business which, in any event, are terminable at the will of Borrower or on no more than 90 days advance notice;

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except the Liens in favor of Lender and as otherwise disclosed in Schedule I or as otherwise expressly permitted by the Loan Agreement; or

(iii) take any other action in connection with any of the material items of Trademark Collateral or the License that would impair the value of the interests or rights thereunder of Borrower or Lender.

7. **THE LENDER MAY PERFORM.**

7.1 Performance by Lender. If Borrower fails to perform any of their obligations contained herein after written notice to Borrower from Lender, Lender (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of Lender incurred in connection therewith shall be payable under Section 15.10 of the Loan Agreement.

7.2 Lender May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, Lender will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Borrower to enforce any part of the Trademark Collateral or the Trademark License Rights. Borrower will at the reasonable request of Lender do any and all lawful acts and sign any and all proper documents required by Lender in aid of Lender's enforcement actions. On Lender's demand, Borrower will promptly reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 7.

8. **LENDER'S DUTIES.** The powers conferred on Lender hereunder are solely to protect its interest in the Trademark Collateral and the License and shall not impose any duty upon Lender to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it under this Agreement, Lender shall have no duty as to any of the Trademark Collateral, the License or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. Lender shall be deemed to have exercised reasonable care in the

custody and preservation of the Trademark Collateral and the License in its possession if the Trademark Collateral and the License are accorded treatment substantially equal to that which Lender accords its own property.

9. **REMEDIES.** If any Event of Default occurs and is continuing and is not cured within any applicable cure period set forth in the Loan Agreement or any other document or agreement executed in connection therewith:

(i) Lender may exercise in respect of the Trademark Collateral and the License, in addition to other rights and remedies provided for herein or otherwise available to Lender, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at Lender's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in Lender's name or in the name of any nominee of Lender; (b) exercise any and all rights and remedies of Borrower under or otherwise in respect of either the Trademark Collateral or the License, or both; (c) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any person or entity; and (d) with 10 days advance notice (unless no notice is required under applicable law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Lender may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Borrower will supply to Lender or its designee Borrower's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Borrower under or in connection with any of the Trademark Collateral or the License shall be received in trust for the benefit of Lender, shall be segregated from other funds of Borrower and shall be forthwith paid over to Lender in the same form as so received (with any necessary indorsements).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral or the License and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral or the License may, in the discretion of Lender, be held by Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section

15.10 of the Loan Agreement) in whole or in part by Lender against, all or any part of the Indebtedness, in such order as Lender shall elect. Any surplus of such cash or cash proceeds held by Lender and remaining after the indefeasible payment in full of all the Indebtedness shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

10. **AMENDMENTS; WAIVERS; CONSENTS.** No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower from the terms of this Agreement shall in any event be effective unless such amendment or waiver shall be in writing and signed by Lender, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

11. **NOTICES.** Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by the Loan Agreement.

12. **GENERAL.**

12.1 **Continuing Rights.** This Agreement shall create a continuing assignment, intended as security, to Lender of the Trademark License Rights and a continuing Lien on the Trademark Collateral and License and shall (i) remain in full force and effect until payment in full of the Indebtedness, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Lender hereunder and Lender's successors, transferees and assigns.

12.2 **Term; The Trademark Collateral and the License Revert.** Subject to Section 12.10 below, this Agreement will terminate on the later to occur of (i) the full and indefeasible performance, payment and satisfaction of all the Indebtedness and (ii) the termination of the Loan Agreement, at which time the Liens granted hereby shall terminate and all rights to the Trademark Collateral and the License shall revert to Borrower. Upon any such termination, Lender will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower reasonably requests to evidence such termination, including, without limitation, assignments of the Trademark Collateral (without representation, warranty or recourse).

12.3 **Severability.** If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

12.4 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Tennessee (without regard to Tennessee conflicts of laws principles), except to the extent that the validity or perfection of the Liens or the remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Tennessee.

12.5 WAIVER OF JURISDICTION. LENDER AND BORROWER HEREBY DESIGNATE ALL COURTS OF RECORD SITTING IN NASHVILLE, TENNESSEE, BOTH STATE AND FEDERAL, AS FORUMS WHERE ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, THE LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT MAY BE PROSECUTED AS TO ALL PARTIES, THEIR SUCCESSORS AND ASSIGNS, AND BY THE FOREGOING DESIGNATIONS LENDER AND BORROWER CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURTS. BORROWER WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OF TENNESSEE FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS OF BORROWER. IN THE EVENT SUCH LITIGATION IS COMMENCED, BORROWER AGREES THAT SERVICE OF PROCESS MAY BE MADE AND PERSONAL JURISDICTION OVER BORROWER OBTAINED BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON BORROWER AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT. BORROWER RECOGNIZES AND AGREES THAT THE AGENCY HAS BEEN CREATED FOR THE BENEFIT OF BORROWER, AND LENDER AGREES THAT THIS AGENCY SHALL NOT BE REVOKED, WITHDRAWN OR MODIFIED WITHOUT THE CONSENT OF LENDER.

12.6 Headings. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

12.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto shall survive the signing of this Agreement.

12.8 Entire Agreement. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersede all previous understandings, written or oral, in respect thereof.

12.9 Assignment. The Lender, subject to the terms of the Loan Agreement and this Agreement, shall have the right to assign this Agreement and the other Loan Documents. Borrower may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without Lender's written consent shall be void. All of the rights, privileges, remedies and options given to Lender under the Loan Documents shall inure to the benefit of Lender's successors and assigns, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Borrower and Lender, respectively.

12.10 Revival of Obligations. To the extent Borrower makes a payment or payments to Lender or Lender receives any payment or proceeds of the Trademark Collateral or any other collateral or security for Borrower's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or

federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Indebtedness or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by Lender.

12.11 Conflict. If there is any conflict, ambiguity, or inconsistency, in Lender's judgment, among the terms of this Agreement, and the Loan Agreement, then the applicable terms and provisions, in Lender's judgment, providing Lender with greater rights, remedies, powers, privileges, or benefits will control.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized officers, executed this Agreement effective as of the date first written above.

LENDER:

UNION PLANTERS BANK, NATIONAL
ASSOCIATION

By: R.C. Cutsinger, Sr VP
R.C. Cutsinger, Senior Vice President

BORROWER:

VIETTI FOODS COMPANY, INC.

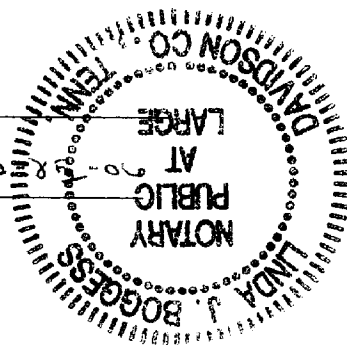
By: Philip M. Connelly
Philip M. Connelly, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, R. C. Cutsinger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Senior Vice President of UNION PLANTERS BANK, NATIONAL ASSOCIATION, a national banking association, the bargainor, and is authorized by said bank to execute this instrument on its behalf.

28th WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this day of January, 2003.

Linda J. Boggess
Notary Public
My Commission Expires: 3-28-06

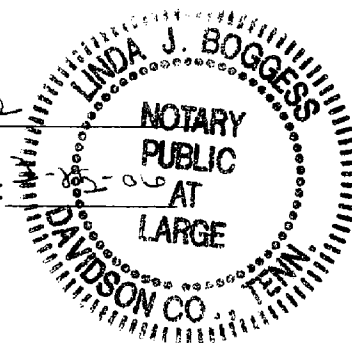


STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public of said county and state, Philip M. Connelly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of VIETTI FOODS COMPANY, INC., a Tennessee corporation, the bargainor, and is authorized by said corporation to execute this instrument on its behalf.

28th WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this day of January, 2003.

Linda J. Boggess
Notary Public
My Commission Expires: 3-28-06



Schedule I

Trademark	Registration No.	Registration Date	Goods
VIETTI	769248	May 5, 1964	Chili con carne, pork with barbecue sauce, beef with barbecue sauce, and sauces for spaghetti and meats
SOUTHGATE	1594449	May 1, 1990	Beef with barbecue sauce, pork with barbecue sauce, chili and beef stew, hot dog sauce
VIETTI SUNDOWN	2204114	November 17, 1998	Processed foods, namely, chili with beans, beef stew and chili with spaghetti

AND THE MARK SHOWN BELOW:

