OMP No. 0054 0007 (0/00-05)	4-2003	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings ⇔⇔ ♥		▼ ▼	
To the Honorable Commissioner of Pat 1023	66335	inal documents or copy thereof.	
1. Name of conveying party(ies): Orval Kent Food Company, Inc. 120 West Palantine Road Wheeling, IL 60090 Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Other Grant of Security Interest	2. Name and address of Name: Fleet Bo Internal Fleet National Address: in internal Address: in internal Company) Street Address: 1(City: Boston Individual(s) citizens Association General Partnership Limited Partnership Corporation-State Other Comments of Comments o	oston Financial (formerly ational Bank) (as success rest to Morgan Guarantee) OO Federal Street State: MA Zip: 02110 Ship ercial bank In the United States, a domestic	or
Execution Date: 01/21/2000	(Designations must be a sep	: attached:]
Application number(s) or registration number(s):			1
A. Trademark Application No.(s) See attached (HIGHLIGHTED TRADEMARKS ONLY)	B. Trademark Registr		
Additional number(s) att			ļ
5. Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications involved:	cations and 57	į
Name: Danice Kowalczyk, Esq.	· · · · · · · · · · · · · · · · · · ·		
Internal Address: White & Case	☐ Enclosed PT Thi	1)\$1,440.00 O already has check. s is a corrected cover secharged to deposit account	heet.
1155 Avenue of the Americas Street Address:	8. Deposit account numb	per:	
New York NY 10036 City: State: Zip:	<u> </u>	this page if paying by deposit account)	1
DO NOT USE	THIS SPACE		1
 Statement and signature. To the best of my knowledge and belief, the foregoing inform copy of the original document. 	nation is true and correct a	.,,	
Danice Kowalczyk, Esq.	1	08/15/02	
Name of Person Signing Si	gnature	Date]

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

SCHEDULE 3.15 Trade Rights

Trademark	Jurisdiction	Registered	Number
Orval Kent Food Company, Inc.			
- Alex & Design	California	Yes	62,227 -
Alex & Design	USA	Yes	1,652,522
- BABS	USA	Yes	915,984
Chef Alfredo's	USA	Yes	1,178,357
Chilled Selections Stylized	USA	Yes	1,601,138
- Citrus Sensations	USA	Yes	1,864,347
Deli Mates	USA	Yes	2,236,412
Fluer de Lis design	USA	Yes	1,341,157
- Matthews Salad House	USA	Yes	1,883,734
Mrs. Crockett's Kitchens	USA	Yes	1,423,046
Orval Kent & Design	USA	Yes	971,464
Orval Kent Food Company	Illinois	Yes	44,103
Salad Maid	USA	No	74/557,344
- Salads Plus	USA	No	73/768,442
Salads Plus	USA	Yes	2,227,596
Signature	USA	Yes	1,422,124
Signature Delights	USA	Yes	1,910,271
Signature Entrees & Design*	USA	Yes	1,794,047
Signature Entrees Orval Kent & Design	USA	Yes	1,787,279
- Signature S.A.L.A.D.S Orval Kent & Design	USA	Yes	1,348,314
Signature S.A.L.A.D.S Orval Kent & Design	Canada	Yes	TMA 324,146
Signature Salads	USA	Yes	1,554,907
- Signature Salads	USA	Yes	1,348,313
Signature Salads Orval Kent & Design	USA	Yes	1,790,900
- Signature Specialties & Design	USA	Yes	1,794,382
Signature Specialties Orval Kent & Design	USA	Yes	1,791,055
Vegetable design	USA	Yes	1,344,841
Mrs. Crockett's Kitchens, Inc.			
Crockett's Cove	USA	Yes	2,159,406
Kitchen Cafe'	USA	Yes	2,223,236
Crockett's Choice	None	<u> </u>	
Other	<u> </u>		
Alex International Salad & design	USA	Inactive	1,679,539
America's Deli	USA	Inactive	1,448,452
Chilled Case Cuisine (stylized)	USA	Inactive	1,651.593
Deli Mates	Canada	Filed	088825800
Katies Amish Style Salads	USA	Docketed	
Right from the Deli & design	USA	Docketed	
Salad Juniors	USA	Filed	75/459,226
Salad Juniors	Canada	Filed	088825800
Salad Maid & design	USA	Registered	1,186,986
Salad Singles	USA	Inactive	1,430,431
-Salad-Singles	Canada	Inactive	5742700
Seafood Sensations	USA	Inactive	75/404,800
Cuivod ocupations	00/1	Illactive .	73.404,000

SCHEDULE A ATTACHMENT (pg. :

Trademark	Jurisdiction	Kegistered	Number	
Signature (soups)	USA	Inactive	74/436168	
Signature Salads Orval Kent & design	USA	Inactive	1,766,080	
(pasta/beef)				
Vegisan	USA	Inactive	74/631,960	
Bistro Salads & Design	USA	Filed	73/223.80 75/77	3,480
Deli Mates	USA	Registered	2,236,412	,
Delsaco	USA	Inactive	1,289,226	•
DEL-SA-CO	USA	Expired	914,189	
Design only (cook with chefs hat)	USA	Inactive	1,178,358	
Epicurean by Alex & Design	USA	Abandoned	73/620,652	
MPM	USA	Inactive	1,093,366	
National Deli Test	USA	Abandoned	73/768,385	
National Deli Test	USA	Abandoned	73/768,439	
Party Pail	USA	Cancelled	1,445,410	
Right From the Deli	USA	Unfiled		
Salad Maid & Design	USA	Expired	990,284	
Salad Singles	USA	Abandoned	74/691047	
Signature	USA	Abandoned	74/436168	
Signature Salads & Design	USA	Registered	1,796,638	
Tropical Madness	USA	Abandoned	74/175,385	
Wheeling Farms	USA	lnactive	1,221,072	
Kent Farms	USA	Abandoned	73/367,964	
Made With Real Mayonnaise & Design	USA	Abandoned	73/768,593	
Signature Salads Orval Kent	USA	74-22157 1	7	

SCHEDULE 3.15 Trade Rights

Trademark	Jurisdiction	Registered	Number
Orval Kent Food Company, Inc.			
Alex & Design	California	Yes	62,227/
Alex & Design	USA	Yes	1,652,522
BABS	USA	Yes	915,984
Chef Alfredo's	USA	Yes	1,178,357
Chilled Selections Stylized	USA	Yes	1,601,138
Citrus Sensations	UŞA	Yes	1,864,347
Deli Mates	ÚSA	Yes	2,236,4)2
Fluer de Lis design	USA	Yes	1,341,157
Manhews Salad House	USA	Yes	1,883.734
Mrs. Crockett's Kitchens	USA	Yes	1,423,046
Orval Kent & Design	USA	Yes	971,464
Orval Kent Food Company	Illinois	Yes	44,103
Salad Maid	UŞA	No	74/557,344
Salads Plus	ZÚSA	No	73/768,442
Salads Plus	USA	Yes	2,227,596
Signature	USA	Yes	1,422,124
Signature Delights	USA	Yes	1,910,271
Signature Entrees & Design*	USA	Yes	1,794,047
Signature Entrees Orval Kent & Design	USA /	Yes	1.787,279
Signature S.A.L.A.D.S Orval Kent & Design	USA	Yes	1,348,314
Signature S.A.L.A.D.S Orval Kent & Design	Canada	Yes	TMA 324,146
Signature Salads	USA	Yes	1,554,907
Signature Salads	USA	Yes	1,348,313
Signature Salads Orval Kent & Design	USA	Yes	1,790,900
Signature Specialties & Design	USA	Yes	1,794,382
Signature Specialties Orval Kent & Design	USA	Yes	1,791,055
Vegetable design	USA	Yes	1,344,841
Mrs. Crockett's Kitchens, Inc.	<u> </u>		
Crockett's Cove	USA	Yes	2,159,406
Kitchen Cafe'	USA	Yes	2,223,236
Crockett's Choice	None	No	
Other			
Alex International Salad & design	USA	Inactive /	1,679,539/
America's Deli	USA	Inactive	1,448,452
Chilled Case Cuisine (stylized)	USA /	Inactive	1,651,593
Deli Mates	Canada	Filed	088825800
Katies Amish Style Salads	USA	Docketed	
Right from the Deli & design	ŲŠA	Docketed	7 7
Salad Juniors	/USA	Filed	75/459,226
Salad Juniors	Canada	/ Filed	088825800
Salad Maid & design	USA	Registered	1,186,986
Salad Singles	USA /	Inactive	1,430,431
Salad Singles	Canada/	Inactive	5742700
Seafood Sensations /	USA'	Inactive	75/404,800

SCHEOULE A ATTACHMENT (PG-

Trademark	Jurisdiction	Registered	Number
Signature (soups)	USA,	Inactive	74/436168
Signature Salads Orval Kent & design	UŞA	Inactive /	1,766,080/
(pasta/beef)			
Vegisan	USA	Inactive	74/631,960
Bistro Salads & Design	/ USA	Filed	75/773,80
Deli Mates /	USA	Registered	2,236,412
Delsaco /	USA	Inactive	1,289,226
DEL-SA-CO	USA	Expired	914,189
Design only (cook with chefs hat)	USA /	Inactive	1,178,358
Epicurean by Alex & Design	USA /	Abandoned /	73/620,652
MPM /	USA	Inactive	1,093,366
National Deli Test	USA	Abandoned	73/768,385
National Deli Test	USA	Abandoned	73/768,439
Porty Pail	USA	Cancelled	1,445,410
Right From the Deli	USA	/Unfiled	
Salad Maid & Design	USA	Expired	990,284
Salad Singles	USA .	/ Abandoned	74/691047
Signature	USA /	Abandoned	74/436168
Signature Salads & Design	USA /	Registered	1,796,638
Tropical Madness	USA /	Abandoned	74/175,385
Wheeling Farms	USA	Inactive	1,221,072
Kent Farms	/USA	Abandoned	73/367,964
Made With Real Mayonnaise & Design	/ USA	Abandoned	73/768,593
Signature Salads Orval Kent /	/ USA		

	Form PTO-1594 (Rev. 03/01)	E/24/2002)	TRADEMA	RKS ONLY	U.S. DEPARTMENT OF U.S. Patent and Trad	
	OMB No. 0651-0027 (exp. Tab settings ⇒ ⇒ ⇒	1	•	▼ .	•	•
		·	Patents and Trademarks: I	Please record the attached o	riginal documents or copy th	ereof.
-			distribution (T .		A STATE OF THE STA
	1. Name of conveying pa Orval Kent Food 120 West Palanti Wheeling, IL 600	Company, ne Road	Inc. 8.1510a	nternal	Guaranty Trust (
	Individual(s)		Association	Address.		
			Limited Partnership	Street Address: 60	Wall Street	
	General Partnersh Corporation-State		·	City:	State:Zip	10260-0
	Other			Individual(s) citize	nship	
			V	Association		
	Additional name(s) of conv	eying party(ies)	attached? 📮 Yes 🔁 No		ijp	
	3. Nature of conveyance				p	
	Assignment		☐ Merger			
	**************************************				cial Rank	
	Security Agreem		Change of Name	Other Commer	I in the United States, a domestic	
•	Execution Date:	" Below." Qrant of	Change in provides Security Enters	(Designations must be a se	is attached: Tes No sparate document from assignments (es) attached? Yes	nt)
	4. Application number(s)			1		
	•		mambor(o).			
	A. Trademark Applicat	<i>I</i> .		B. Trademark Regis	tration No.(s)	
1	See attached	highligh	ted.TMs)			
			Additional number(s) at	ı tached 🌄 Yes 🖵 ⊧N	No.	
\vdash	5. Name and address of	party to whom		6. Total number of app	lications and	
	concerning document sh	buld be mailed	d:		l:	57
	Name: Danice Kow	alczyk, E	sq.			
ı	Internal Address: Whi			7. Total fee (37 CFR 3.4	41)\$ <u>1_4</u>	440.00
				Enclosed	# `* ™ µ1**	*
		•		Authorized to b	pe charged to deposit acco	punt
	Street Address: 1155	Aye. of	the Americas	8. Deposit account num	nber:	
\5 405	TDIAZ1 00000052 165	1	1	23-1705	ī	
:441		40.00 OP				- 3
:461 :462	City: <u>NY</u>	State: NY	Zip:10036_	(Attach duplicate copy of	f this page if paying by depos	sit account)
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-	9. Statement and signate	ire	DO 1401 03E	THIS STACE		-
	To the best of my know	vledge and be	lief, the foregoing inform	nation is true and correct	and any attached copy is	a true
	copy of the original do	cument.	\ 1	21	1	
	Danice Kowalcz	vk. Esa.	Dund	alle	8/15/22	
	Name of Person S		S	ignature	Date	
			otal number of pages including cov	er sheel, attachments, and document	_10	
_				required cover sheet informat rademarks, Box Assignments	ion to:	d Collatera
	*Other: Resigna	tion of T	Washington P Morgan Chaca	, D.C. 20231 Rank (as success	sor in interest	
)					g Administrative	
					Administrative A	
		appointme	ent		C. TRADEMAR	

REEL: 002671 FRAME: 0747

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	Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
	Tab settings ⇒ ⇒ ▼ ▼
-		Please record the attached original documents or copy thereof.
ľ	Name of conveying party(ies):	2. Name and address of receiving party(ies) Morgan Guaranty Trust Company of
	Mrs. Crockett's Kitchens 120 West Palantine Road Wheeling, Illinois 60090 Individual(s) General Partnership Limited Partnership	Name:_New_York Internal Address: Street Address:60_Wall_Street
	Corporation-State (Texas)	City: NY State: NY Zip: 10260-00
	Other	Individual(s) citizenship
	Additional name(s) of conveying party(ies) attached? 📮 Yes 📢 No	Association
ŀ		General Parti:ersnip
	3. Nature of conveyance:	Limited Partnership
	Assignment Merger	Corporation-StateCommercial Bank
}	Security Agreement Change of Name	Other Commercial Bank If assignee is not domiciled in the United States, a domestic
	Other See "*" Below. Change of Name Other See "*" Below. Change in Execution Date: Security Agreement Li Change of Name Change in Execution Change in	representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
<i> </i>	Application number(s) or registration number(s):	
	A. Trademark Application No.(s) See Attached. (high lighter Ths)	B. Trademark Registration No.(s)
	Additional number(s) a	! attached χ⊑ Yes ⊑ No
	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
	Name: Danice Kowalczyk, Esq.	
	Internal Address: White & Case	7. Total fee (37 CFR 3.41)\$_90.00
		Enclosed
		Authorized to be charged to deposit account
	Street Address: 1155 Avenue of the America	8. Deposit account number:
8/19/2002		23-1705
1 FC:481 2 FC:482	NY 50.00 00 10036 City:	(Attach duplicate copy of this page if paying by deposit account)
		E THIS SPACE
	9. Statement and signature. To the best of my knowledge and belief, the foregoing infor	rmation is true and correct and any attached copy is a true
	copy of the original document. Danice Kowalczyk, Esq.	8/15/02
1		11 / 1 1/
	rame of rosest eighting	Signature Date over sheet, attachments, and document:

"Resignation of JP Morgan Chase Bank (as successor in interest to Morgan Guaranty Trust Company of New York) as existing Administrative Agent and concurrent appointment of Fleet National Bank as successor Administrative Agent."

*Other:

REEL: 002671 FRAME: 0748

SCHEDULE 3.15 Trade Rights

Trademark	Jurisdiction	Registered	Number
Orval Kent Food Company, Inc.			runiber
Alex & Design	California	Yes	62,227/
Alex & Design	USA	Yes	1,652,522
BABS	USA	Yes	815,984
Chef Alfredo's	USA	Yes	1,178,357
Chilled Selections Stylized	USA	Yes	1,601,138
Citrus Sensations	UŞA	Yes	1,864,347
Deli Mates	USA	Yes	2,236,412
Fluer de Lis design	USA	Yes	1,341,157
Manhews Salad House	USA	Yes	1,683.734
Mrs. Crockett's Kitchens	USA	Yes	1,423,046
Orval Kent & Design	USA	Yes	971,464
Orval Kent Food Company	Illinois	Yes	44,103
Salad Maid	USA	No	74/557,344
Salads Plus	ZÚSA	No	73/768,442
Salads Plus	USA	Yes	2,227,596
Signature	USA	Yes	1,422,124
Signature Delights	USA	Yes	1,910,271
Signature Entrees & Design*	USA	Yes	1,794,047
Signature Entrees Orval Kent & Design	USA /	Yes	1,787,279
Signature S.A.L.A.D.S Orval Kent & Design	UŞA	Yes	1,348,314
Signature S.A.L.A.D.S Orval Kent & Design	Cánada	Yes	TMA 324,146
Signature Salads	USA	Yes	1,554,907
Signature Salads	USA	Yes	1,348,313
Signature Salads Orval Kent & Design	USA	Yes	1,790,900
Signature Specialties & Design	USA	Yes	1,794,382
Signature Specialties Orval Kent & Design	USA	Yes	1,791,055
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Mrs. Crockett's Kitchens, Inc.		·	
Crockett's Cove	USA	Yes	2,159,406
Kitchen Cafe'	USA	Yes	2,223,236
Crockett's Choice	None	No	
Other	······································		
Alex International Salad & design	USA	Inactive	1,679,539/
America's Deli	USA	Inactive	1,448,452
Chilled Case Cuisine (stylized)	USA	Inactive	1,651,593
Deli Mates	Canada	Filed	088825800
Katies Amish Style Salads	USA	Docketed	
Right from the Deli & design /	ŲŚA	Docketed	
Salad Juniors /	/USA	Filed	75/459,226
Salad Juniors	Canada	Filed	088825800
Salad Maid & design	USA	Registered	1,186,986
Salad Singles	USA /	Inactive	1,430,431
Salad Singles	Canada/	Inactive	5742700
Seafood Sensations /	USA'	Inactive	75/404,800

SCHEDULE A ATTACHMENT (PG-

Trademark	Jurisdiction	Kegistered	Number
Signature (soups)	USA,	Inactive	74/436168
Signature Salads Orval Kent & design	UŞÁ	Inactive	1,766,080
(pasta/beef)			
Vegisan	USA	Inactive	74/631,960
Bistro Salads & Design	/ USA	Filed	75/773,80
Deli Mates	USA	Registered	2,236,412
Delsaco /	USA	Inactive	1,289,226
DEL-SA-CO	USA	Expired	914,189
Design only (cook with chefs hat)	USA /	Inactive	1,178,358
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MPM /	USA/	Inactive	1,093,366
National Deli Test	U,S'A	Abandoned	73/768,385
National Deli Test	JUSA	Abandoned	73/768,439
Party Pail	/ USA	Cancelled	1,445,410
Right From the Deli	USA	/Unfiled	
Salad Maid & Design	USA	Expired	990,284
Salad Singles	USA	Abandoned	74/691047
Signature	USA /	Abandoned	74/436168
Signature Salads & Design	USA /	Registered	1,796,638
Tropical Madness	USA	Abandoned	74/175,385
Wheeling Farms	ŲŚA	Inactive	1,221,072
Kent Farms	/USA	Abandoned	73/367,964
Made With Real Mayonnaise & Design	/ USA	Abandoned	73/768,593
Signature Salads Orval Kent	/ USA		

(THU) 1. 13'00 14:47/ST. 14:43/NO. 4861397555 P 10

FROM W&C LLP NY FAX DEPT

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency

of which are hereby acknowledged, Mrs. Crockett's Kitchens, Inc., a Texas corporation (the

"Grantor") with principal offices at 120 West Palantine Road, Wheeling, Illinois 60090, hereby

grants to Morgan Guaranty Trust Company of New York as Collateral Agent, with principal

offices at 60 Wall Street, New York, New York 10260-0060 (the "Grantee"), a security interest

in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark

registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto,

(ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents")

set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is

defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv)

the goodwill of the businesses with which the Marks are associated and (v) all causes of action

arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair

competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment

of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the

Grantor, the other assignors from time to time party thereto and the Grantee, dated as of

September 29, 1995 and amended and restated as of August 28, 1997 (as amended from time to

time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the

Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver

new york \$48153 v1 [Bayb011.doc]

Page 2

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents

acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted

to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are without prejudice to, and are in addition to those

set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of

the ____ day of January, 2000.

MRS. CROCKETT'S KITCHENS,

INC., as Grantor

By__

Thie: Athorized Signatory

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

as Collateral Agent, Grantee

Вy

Title:

Page 2

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents

acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted

to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are without prejudice to, and are in addition to those

set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of

the 2) day of January, 2000.

MRS. CROCKETT'S KITCHENS,

INC., as Grantor

Title:

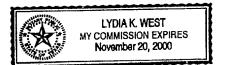
MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

as Collateral Agent, Grantee

new york 548153 v1 [Bqyh01!.dec]

STATE OF NEW YORK)	
)	SS.
COUNTY OF NEW YORK)	

On this 13 day of January, 2000, before me personally came Janes I. Raff-tesachwho, Authorized being by me duly sworn, did state as follows: that [s]he is Signatory of Mrs. Crockett's Kitchens, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Motary Public
State of Jevas
Courty of Jarrant

STATE OF NEW YORK) ss.:
COUNTY OF NEW YORK)

On this 21 day of January, 2000, before me personally came Colken Galle who, being by me duly sworn, did state as follows: that [s]he is a Vice resident of Morgan Guaranty Trust Company of New York, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public
CATHERINE HARPER
Notary Public, State of New York
No. 011/A5017515
Qualification Kin. 20 County

Notary Public, 5.2017515

No. 011485017515

Qualific the Minus County

Commission Express 9/1/2001

Commission Express 9/1/2001

SCHEDULE A

MARK

REG. NO.

REG. DATE

** SEE ATTACHED **

new york 5-18153 v1 [Begyb011.dos]

SCHEDULE B

MARK

REG. NO.

REG. DATE

** NONE **

100 york \$4815) +1 [Burliati doo]

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency

of which are hereby acknowledged, Orval Kent Food Company, Inc., a Delaware corporation (the

"Grantor") with principal offices at 120 West Palantine Road, Wheeling, Illinois 60090, hereby

grants to Morgan Guaranty Trust Company of New York as Collateral Agent, with principal

offices at 60 Wall Street, New York, New York 10260-0060 (the "Grantee"), a security interest

in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark

registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto,

(ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents")

set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is

defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv)

the goodwill of the businesses with which the Marks are associated and (v) all causes of action

arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair

competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment

of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the

Grantor, the other assignors from time to time party thereto and the Grantee, dated as of

September 29, 1995 and amended and restated as of August 28, 1997 (as amended from time to

time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the

Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver

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Page 2

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents

acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted

to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are without prejudice to, and are in addition to those

set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of

the ____ day of January, 2000.

ORVAL KENT FOOD COMPANY, INC.,

as Grantor

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

as Collateral Agent, Grantee

By

Title:

Page 2

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents

acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted

to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

respect to the security interest granted herein are without prejudice to, and are in addition to those

set forth in the Security Agreement, all terms and provisions of which are incorporated herein by

reference. In the event that any provisions of this Assignment are deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of

the 21 day of January, 2000.

ORVAL KENT FOOD COMPANY, INC.,

as Grantor

Ву____

Title:

MORGAN GUARANTY TRUST COMPANY OF NEW YORK.

as Collateral Agent, Grantee

Ву___

Title:

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STATE OF NEW YORK)	
)	S S.
COUNTY OF NEW YORK)	

On this 3 day of January, 2000, before me personally came Rafftesach who, authorized being by me duly swom, did state as follows: that [s]he is <u>Signatory</u> of Orval Kent Food Company, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

LYDIA K. WEST
MY COMMISSION EXPIRES
November 20, 2000

Hotary Public State of Jexas
Country of Janant

STATE OF NEW YORK)	
)	ss.:
COUNTY OF NEW YORK)	

On this 21 day of January, 2000, before me personally came Collice of Galle who, being by me duly sworn, did state as follows: that [s]he is Vice resident of Morgan Guaranty Trust Company of New York, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

CATHERINE HARPER
Notary Public, State of New York
No. 01HA5017515
Qualified in Kings County
Certificato Filed in New York County
Commission Expires 9/7/2/001

SCHEDULE A

MARK

REG. NO.

REG. DATE

** SEE ATTACHED **

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RECORDED: 08/15/2002