



Tab settings

To the Honorable Commissioner of Pat

102366335

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) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Grant of Security Interest

Execution Date: 01/21/2000

2. Name and address of receiving party(ies)

Name: Fleet Boston Financial (formerly Fleet National Bank) (as successor Internal Address: in interest to Morgan Guarantee Trust Company)

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other commercial bank

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)

See attached (HIGHLIGHTED TRADEMARKS ONLY)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Danice Kowalczyk, Esq.

Internal Address: White & Case

Street Address: 1155 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

57

7. Total fee (37 CFR 3.41): \$1,440.00

- Enclosed PTO already has check. This is a corrected cover sheet. Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(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.

Danice Kowalczyk, Esq.

Name of Person Signing

Signature

08/15/02

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
Mathews 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
Croekett'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	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

Trademark	Jurisdiction	Registered	Number
Signature (soups)	USA	Inactive	74/436168 ✓
Signature Salads Orval Kent & design (pasta/beef)	USA	Inactive	1,766,080
Vegisan	USA	Inactive	74/631,960
Bistro Salads & Design	USA	Filed	75/773,80 ✓ 75/773,480
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 Pair	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	74-22571 ✓	

**SCHEDULE 3.15
Trade Rights**

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Kitchen Cafe	USA	Yes	2,223,236
Crockett's Choice	None	No	
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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

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Bistro Salads & Design	USA	Filed	75/773,80
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Delsaco	USA	Inactive	1,289,226
DEL-SA-CO	USA	Expired	914,189
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Tropical Madness	USA	Abandoned	74/175,385
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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)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM
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):
Orval Kent Food Company, Inc.
120 West Palantine Road
Wheeling, IL 60090
8-15-02

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: Morgan Guaranty Trust Company
Internal Address: _____
Address: _____
Street Address: 60 Wall Street
City: NY State: NY Zip: 10260-0060

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Commercial Bank

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 See "*" Below. (Change in previous Grant of Security Interest.)

Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached (highlighted TMs)

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Danice Kowalczyk, Esq.
Internal Address: White & Case
Street Address: 1155 Ave. of the Americas
08/19/2002 TDIAZI 00000052 1632522
40.00 OP
1400.00 OP
City: NY State: NY Zip: 10036

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....\$ 1,440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705

(Attach duplicate copy of this page if paying by deposit account)

08/19/2002 TDIAZI 00000052 1632522
01 FC:441
02 FC:442

RECORDATION SECTION

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.

Danice Kowalczyk, Esq. *[Signature]* 8/15/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

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

*Other: 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. *and Collateral*

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):
 Mrs. Crockett's Kitchens
 120 West Palantine Road
 Wheeling, Illinois 60090
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Texas)
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

8-15-02

2. Name and address of receiving party(ies)
 Morgan Guaranty Trust Company of
 Name: New York
 Internal
 Address: _____
 Street Address: 60 Wall Street
 City: NY State: NY Zip: 10260-0060
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Commercial Bank
 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 See "*" Below (Change in previous grant of Security Interest)
 Execution Date: 8-15-02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See Attached. (highlighted TMs)
 Additional number(s) attached Yes No

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 Internal Address: White & Case

 Street Address: 1155 Avenue of the Americas
08/19/2002 TDIAZ1 00000053 1652522
 City: NY State: NY Zip: 10036
40.00 DP
50.00 DP NY

6. Total number of applications and registrations involved: 3
 7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
23-1705
 (Attach duplicate copy of this page if paying by deposit account)

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[Signature]
 Signature

8/15/02
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and Collateral
and Collateral

TRADEMARK

REEL: 002671 FRAME: 0748

01 FC:481
02 FC:482

7:35
AUG 19 2002

SCHEDULE 3.15
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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		

**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

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 James J. Puffe, et al
Title: Authorized Signatory

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By _____
Title:

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.

MRS. CROCKETT'S KITCHENS,
INC., as Grantor

By _____
Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By *Carolanne*
Title: *Vice President*

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

On this 13 day of January, 2000, before me personally came James I. Raffesath who, being by me duly sworn, did state as follows: that [s]he is ^{Authorized} 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.



Lydia K West
Notary Public
State of Texas
County of Tarrant

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

On this 21st 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 President 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.

Catherine Harper
Notary Public
CATHERINE HARPER
Notary Public, State of New York
No. 01145017515
Qualified in Kings County
Commission Expires 9/7/2001

SCHEDULE A

MARK

REG. NO.

REG. DATE

**** SEE ATTACHED ****

SCHEDULE B

MARK

REG. NO.

REG. DATE

**** NONE ****

**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

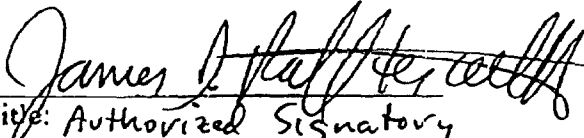
Page 2

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

By 
Title: Authorized Signatory

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By _____
Title:

to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.


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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 21 day of January, 2000.

ORVAL KENT FOOD COMPANY, INC.,
as Grantor

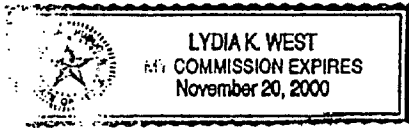
By _____
Title:

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK,
as Collateral Agent, Grantee

By 
Title: Vice President

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

On this 13 day of January, 2000, before me personally came James I. Rafftesaeth who, being by me duly sworn, did state as follows: that [s]he is Authorized Signatory 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
Notary Public
State of Texas
County ofarrant

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

On this 21st day of January, 2000, before me personally came Colleen Galle who, being by me duly sworn, did state as follows: that [s]he is a Vice President 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.

Catherine Harper
Notary Public

CATHERINE HARPER
Notary Public, State of New York
No. 01HA5017515
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 9/7/2001

SCHEDULE A

MARK

REG. NO.

REG. DATE

**** SEE ATTACHED ****