

MD 8-6-03

08-06-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE

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

102516534

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

1. Name of conveying party(ies):
I and K Distributors, Inc.
1600 Gessel Drive
Delphos, Ohio 45833

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

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

2. Name and address of receiving party(ies)
Name: Fleet Boston Financial (formerly
Fleet National Bank (ass successor in
Internal interest to Morgan Guaranty Trust Compar
Address:
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02101

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 Grant of Security Interest

Execution Date: 01/22/2001

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

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
1155 Avenue of the Americas
Street Address:
New York NY 10036
City: New York State: NY Zip: 10036

6. Total number of applications and
registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00
PTO already has check.
 Enclosed 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)

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

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, I and K Distributors, Inc., an Ohio corporation (the "Grantor") with principal offices at 1600 Gressel Drive, Delphos, Ohio 45833, 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 hereto, and (iii) all of the Grantor's rights, title and interest in and to the United States copyrights (the "Copyrights") set forth on Schedule C attached hereto, in each case together with (iv) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, Patents, or Copyrights (v) the goodwill of the businesses with which the Marks are associated and (vi) all causes of action arising prior to or after the date hereof for infringement of any of the Marks, Patents, or Copyrights or unfair competition regarding the same.

THIS GRANT 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 grantors 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, Patents or Copyrights acquired under this Grant.

SCHEDULE A - TRADEMARKS

Title	S/N Reg. #, etc.	Status
RENO'S (& Design)	U.S. 75/439,559	Filed 2/24/1998; application suspended, negotiating agreement with Reno's Roadhouse, Inc.
IT'S GRANDMA GOOD	U.S. 2,302,775	Appln. 75/437,233 filed 2/19/1998, issued 12/21/1999.
YODER'S	U.S. 2,305,367	Appln. 75/439,558 filed 2/24/1998, issued 1/4/2000.
SOUTHERN SALADS "NEAREST TO HOMEMADE" LEXINGTON, KENTUCKY (& Design)	U.S. 802,351	Appln. 72/194,250 filed 5/25/1964, issued 1/18/1966, renewed 4/22/1986.
LINTONI'S	U.S. 2,332,334	Appln. 75/672,791 filed 4/1/1999, issued 3/21/2000.
BERNEA FARMS	U.S. 1,598,796	Appln. 73/788,820 filed 3/24/1989, issued 5/29/1990. Renewal application filed 4/19/2000.
THEY'RE GRANDMA GOOD	U.S. 75/436,792	Filed 2/19/1998. Abandoned 1/6/2000.
YODER'S OLD FASHION SALADS	State of Ohio TM 13,075	Issued 12/4/1989. Renewal 9/3/1999.
YODER'S OLD FASHION SALADS	U.S. 1,643,738	Appln. 74/005,845 filed 11/17/1989, issued 5/7/1991. Cancelled 12/23/1997.
CHEF BERNEA	U.S. 1,602,577	Appln. 73/788,816 filed 3/24/1989. Issued 6/19/1990.
BERNE'A	U.S. 1,610,670	Appln. 73/788,813 filed 3/24/1989. Issued 8/21/1990.

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SUM

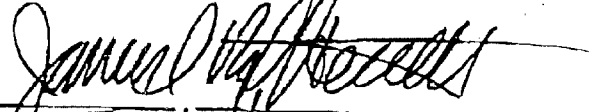
Title	S/N Reg. #, etc.	Status
RENO'S PIZZA	State of Ohio TM 10,735	Issued 12/18/1984. Abandoned.
LINTONI'S PIZZA	State of Ohio TM 10,734	Issued 12/18/1984. Abandoned.
LINTONI'S (stylized letters)	U.S. 1,374,957	Appln. 73/519,346 filed 1/24/1985, issued 12/10/1985, cancelled 9/8/1992.
RENO'S (& Design)	U.S. 1,406,028	Appln. 73/519,345 filed 1/24/1985, issued 8/19/1986, cancelled 4/6/1993.

This Grant 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16th
day of January, 2001.

and K DISTRIBUTORS, INC., as Grantor

By 

Name: James I. Raffkesaeth
Title: Assistant Secretary

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

By _____
Name:
Title:

new york 93543-4 (7422) fax

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TRADEMARK
REEL: 002697 FRAME: 0548

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 22nd day of January, 2001.

I and K DISTRIBUTORS, INC., as Grantor

By _____

Name:

Title:

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

By Catherine Galle

Name:

Title:

Catherine Galle
Vice President

STATE OF Texas

COUNTY OF Tarrant) ss:
)

On this 16th day of January, 2001, before me personally came James
I. Rasmussen who, being by me duly sworn, did state as follows: that [s]he is
Assistant Secretary of I and K Distributors, Inc., that [s]he is authorized to execute the foregoing
Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of
said corporation.

James M. Howard
Notary Public

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STATE OF New York)
COUNTY OF New York) ss.:

On this 21 day of January, 2001, before me personally came Colleen
Halle who, being by me duly sworn, did state as follows: that [s]he is
vice President of Morgan Guaranty Trust Company of New York, that [s]he is
authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said corporation.

Richard Karkhava
Notary Public

RICHARD KARKHAVA
Notary Public, State of New York
No. 01KA6029845
Qualified in Richmond County
Commission Expires August 30, 2001