

05-02-2003

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

R.

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TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨

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

<p>1. Name of conveying party(ies): Windsor Quality Food Company Ltd.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership (Texas) <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: JPMorgan Chase Bank, as Administrative Agent</p> <p>Internal Address: _____</p> <p>Street Address: 712 Main Street</p> <p>City: Houston State: TX Zip: 77002</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 29, 2003</p>	<p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other Banking Corporation (New York)</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) See attached Exhibit A</p>	<p>B. Trademark Registration No.(s) See attached Exhibit B</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Brett P. Brasher Internal Address: Suite 4200</p> <p>Street Address: 600 Travis City: Houston State: TX Zip: 77002</p>	<p>6. Total number of applications and registrations involved: 20</p> <p>7. Total fee (37 CFR 3.41) \$515.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>

DO NOT USE THIS SPACE

9. Signature.

Brett P. Brasher
Name of Person Signing

Signature

April 30, 2003
Date

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

25

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

05/02/2003 6TON11 00000089 75521247

01 FC:0521
02 FC:0522

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475.00 00

HOU:2156027.1

TRADEMARK
REEL: 002722 FRAME: 0797

Exhibit A

<u>Title or Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Firecrackers & Design	75/521247	07/17/98
Garden Trio Tortellini	78/177373	10/23/02
Traditions by Bernardi A Taste of Authentic Italy	78/198168	12/27/02

Exhibit B

<u>Title or Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bernardi	2,110,455	11/04/97
Bernardi Frozen Italian Specialties & Design	2,111,859	11/11/97
Bernardi Frozen Italian Specialties & Design	1,406,976	08/26/86
Cripple Creek	2,045,672	03/18/97
Cripple Creek Bar-B-Que Brand and Design	2,068,831	06/10/97
Elfin Loaves	1,520,021	01/10/89
Golden Tiger & Design	1,820,326	02/08/94
Misc. Design (Chili Man)	1,703,526	07/28/92
Mona's	1,091,510	05/16/78
Mona's & Design	2,026,741	12/31/96
Mona's & Design	1,409,705	09/16/86
Mona's & Design	1,403,359	07/29/86
Mona's Pasta Café	2,234,418	03/23/99
Senor Tiger	2,148,785	04/07/98
The Original Chili Bowl	1,493,335	06/21/88
Traditional American	1,775,996	06/08/93
Windsor Frozen Foods & Design	2,647,667	11/12/02

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as from time to time amended, modified, supplemented or extended, this "Agreement"), dated as of April 29, 2003, is made by **WINDSOR QUALITY FOOD COMPANY LTD.**, a Texas limited partnership (together with its permitted successors and assigns, "Debtor"), whose organizational identification number is 58762-10 and whose address for notice is 3355 West Alabama, Suite 730, Houston, Texas 77098, in favor of **JPMORGAN CHASE BANK**, a New York banking corporation, in its capacity as Administrative Agent ("Secured Party") on behalf of the lenders parties to the Credit Agreement, as hereinafter defined ("Lenders").

RECITALS

A. As of even date herewith, Debtor, Secured Party and Lenders have executed a Credit Agreement (such agreement, as may from time to time be amended or supplemented, being hereinafter called the "Credit Agreement") pursuant to which, upon the terms and conditions stated therein, Lenders have agreed to make loans to and extend credit on behalf of Debtor (collectively, the "Loans").

B. The Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by Debtor of this Agreement, and Debtor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into and extend credit under the Credit Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Debtor, Debtor hereby agrees as follows:

Section 1. Defined Terms; Interpretation.

1.01 Defined Terms.

(a) Those initial capitalized terms and phrases used in this Agreement but not defined in this Agreement shall have the meanings ascribed to such terms in the Credit Agreement.

(b) Unless otherwise defined in this Agreement or in the Loan Documents, as applicable, terms defined in Chapter 9 of the UCC are used in this Agreement as defined in Chapter 9 of the UCC.

(c) As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning specified in the introduction hereof.

"Collateral" means all of the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located: (i) Equipment; (ii) Inventory;

(iii) Receivables; (iv) Related Contracts; (v) all cash, cash equivalents, all bank and deposit accounts and deposits (including any demand, time, savings, passbook or similar account maintained with a bank), all letter-of-credit rights (as defined in the UCC), any commercial claim arising in tort which arose in Debtor's business, and to the extent assignable or transferable by Debtor, all computer programs and all supporting information provided in connection with a transaction relating to such programs, all computer programs embedded in tangible personal property and any supporting information provided in connection with such tangible personal property if (A) the program is associated with the tangible personal property in such a manner that it customarily is considered part of the tangible personal property or (B) by becoming the owner of the tangible personal property, a Person acquires a right to use the program in connection with the tangible personal property; (vi) notwithstanding the fact that Patents may be included in the definition of Receivables, all Patents; (vii) notwithstanding the fact that Trademarks may be included in the definition of Receivables, all Trademarks; (viii) notwithstanding the fact that the Copyrights may be included in the definition of Receivables, all Copyrights; (ix) notwithstanding the fact that the Trademark Licenses may be included in the definition of Receivables, all Trademark Licenses; and (x) all Proceeds of or substitutions for all or any of the Collateral described in the aforementioned Clauses (i), (ii), (iii), (iv), (v), (vi), (vii), (viii), and (ix).

"*Copyrights*" means all copyrights and rights and interests in copyrights and works protectable by copyright and all renewals and extensions thereof, and all copyright registrations and applications for registration of any such copyrights in the United States of America or any other country, in each case to which Debtor has title, including, without limitation, (1) all copyrights, distribution rights, licenses, and any other rights or interests in copyrights in the works listed on Exhibit A attached hereto and made a part hereof, (2) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright, and (3) all tangible property embodying the copyrights or such copyrights materials.

"*Credit Agreement*" has the meaning specified in paragraph A of the Recitals.

"*Debtor*" has the meaning specified in the introduction hereof.

"*Equipment*" means all "*equipment*" (as defined in the UCC) wherever located, now or hereafter existing and all parts thereof and all accessions thereto.

"*Inventory*" means all "*inventory*" (as defined in the UCC) in all of its forms, wherever located, now or hereafter existing and whether acquired by purchase, merger or otherwise, including, without limitation, (a) all goods held for sale or lease or to be furnished under contracts of service or so leased or furnished and (b) all raw materials, work in process, all finished goods and all materials and supplies used, consumed or to be used or consumed in the manufacture, packing, shipping, advertising, selling, leasing or production of such inventory, including (whether or not included in such UCC definition) goods in which Debtor has an interest in mass or joint or other interest or right of any kind and goods that are returned to or repossessed by Debtor and all accessions thereto and products thereof and all documents of title therefor.

"Lender" has the meaning specified in the introduction hereof.

"Loans" has the meaning specified in paragraph A of the Recitals.

"Obligations" has the meaning specified in the Credit Agreement.

"Obligor" means Debtor and any other Person that has or will have any liability (actual or contingent) and whether alone or jointly with any other Person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any jurisdiction) to Secured Party for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Loan Documents.

"Other Obligor" means the Obligors other than the Debtor.

"Patents" means all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including all national and multinational statutory invention registrations, patents (including letters patent, patent registrations and patent applications and any other patents which may issue on such application) in each case to which Debtor has title, including all those listed in Exhibit B attached hereto and made a part hereof, and including all reissues, continuations or extensions thereof and all rights therein provided by law, multinational treaties or conventions.

"Proceeds" means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, Collateral, including all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

"Receivables" means all *"accounts"*, *"chattel paper"*, *"instruments"*, *"documents"*, *"general intangibles"* (including *"payment intangibles"*) (as each such term is defined in the UCC) and other obligations owed to Debtor of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and whether or not evidenced by a written agreement, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts including supporting obligations (as such term is defined in the UCC) (all such written or unwritten agreements, security agreements, leases and other contracts, including all supporting obligations, being the *"Related Contracts"*), securing or otherwise relating to any such accounts, chattel paper, instruments, documents, general intangibles or other obligations.

"Related Contracts" has the meaning specified in the definition of *"Receivables"* under this Section 1.01.

"Secured Party" has the meaning specified in the introduction hereof.

"Security Interests" means the security interests granted in accordance with Section 3, as well as all other security interests created or assigned as additional Collateral for the Obligations in accordance with the provisions of this Agreement.

"Trademarks" means all trademarks, trade names, service marks, trade dress, logos, including all good will associated therewith, whether or not registered, all registrations and recordings thereof, and all applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country throughout the world or any political subdivision thereof, in each case registered in the name of Debtor or to which Debtor has title, including all those listed in Exhibit C-1 attached hereto and made a part hereof, and including all reissues, extensions or renewals thereof, and all written agreements granting any right to use any trademark or trademark registration and all rights therein provided by multinational treaties or conventions.

"Trademark Licenses" means to the extent permitted under any license or other agreement, all license agreements with any other Person entered into in connection with any Trademarks or such other Person's trademarks or trademark registrations or applications, whether Debtor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Exhibit C-2 attached hereto and made a part hereof and all tangible property covered by any of the licenses.

"UCC" means the Uniform Commercial Code in effect from time to time in the State of Texas; *provided* that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, *"UCC"* means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such perfection or effect of perfection or non-perfection.

1.02 Interpretation.

(a) In this Agreement, unless a clear contrary intention appears, the following shall apply: (i) the singular number includes the plural number and *vice versa*; (ii) reference to each gender includes the other gender; (iii) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (iv) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, *provided* that nothing in this Clause (iv) of Section 1.02(a) is intended to authorize any assignment not otherwise permitted by this Agreement or the Credit Agreement; (v) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended, modified, supplemented or extended and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of this Agreement, and reference to any note includes any note issued in renewal, rearrangement, reinstatement, enlargement, amendment, modification, extension, substitution or replacement for such note; (vi) unless the context indicates otherwise, reference to any Section, Clause,

paragraph, Schedule or Exhibit means such Section, Clause or paragraph of this Agreement or such Schedule or Exhibit to this Agreement; (vii) the word "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term; the word "or" is not exclusive; and the word "all" includes "and" and the word "any" includes "all"; (viii) with respect to the determination of any period of time, the word "from" means "from and including" and the word "to" means "to but excluding"; and (ix) reference to any law, ordinance, statute, code, rule, regulation, interpretation or judgment means such law, ordinance, statute, code, rule, regulation, interpretation or judgment as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time.

(b) The Section and other headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(c) No provision of this Agreement shall be interpreted or construed against any Person solely because that Person or its legal representative drafted such provision.

Section 2. Representations and Warranties.

Debtor represents and warrants as follows:

(a) The exact legal name of Debtor, as the legal name appears in Debtor's articles of organization as of the date of this Agreement, is Windsor Quality Food Company, Ltd. During the past five years, Debtor has not operated under any other name (including trade names or similar appellations) for itself or any of its business units or divisions other than Windsor Quality Division, Windsor Frozen Food Division, Quality Sausage Company Division, Golden Tiger, Original Chili Bowl, and Bernardi Italian Food. Windsor Quality Division, Windsor Frozen Food Division, Quality Sausage Company Division, Golden Tiger, Original Chili Bowl, and Bernardi Italian Food represent only trade names, business units and/or divisions of Debtor and do not represent stand-alone entities organized separately and apart from Debtor.

(b) The chief executive office of Debtor is located at the address of Debtor specified in the introduction to this Agreement.

(c) Except for Inventory or Equipment leased or stored in warehouses, in each case in the ordinary course of Debtor's business, Debtor has exclusive possession and control of the Equipment and Inventory. Debtor agrees to deliver certificates of title to Secured Party upon request.

(d) The office where Debtor keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, is located at the address of Debtor specified in the introduction to this Agreement.

(e) Debtor owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the Excepted Liens and as created hereby. To the Debtor's knowledge, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral naming Debtor as pledgor is on file in any recording office, except such as may have been filed relating to Excepted Liens and in connection with this Agreement.

(f) Subject to the required actions and filings described in Section 2(g), this Agreement creates a valid and perfected first priority security interest in the Collateral (except with respect to Excepted Liens), to the extent such Collateral constitutes collateral in which a security interest may be created under the UCC and perfected by the filing of a financing statement, securing the payment of the Obligations.

(g) No authorization, approval, filing or other action by, and no notice to or filing with, any Governmental Authority is required either (i) for the grant by Debtor of the Security Interests granted hereby or for the execution or delivery of this Agreement by Debtor or (ii) for the perfection of or the exercise by (except with respect to intellectual property to the extent prohibited by any Governmental Authority) Secured Party of its rights and remedies under this Agreement, other than the filing of a UCC-1 financing statement in the office of the Secretary of State of the State of Texas, the filing of notices of security interests with the U.S. Patent and Trademark Office and the U.S. Copyright Office, as applicable, and the filing of a UCC-1 Financing Statement in accordance with the UCC with respect to any personal property covered by a certificate of title.

(h) All Inventory has been manufactured and produced in compliance with the Fair Labor Standards Act, 29 U.S.C. § 215(a) (1982), as from time to time amended, except as would not reasonably be expected to have a Material Adverse Effect.

(i) Debtor is "located" (as such term is defined and used in the UCC) in its jurisdiction of organization, the State of Texas.

(j) Exhibit A of this Agreement lists all Copyrights, if any, of Debtor, Exhibit B to this Agreement lists all Patents, if any, of Debtor, and Exhibit C-1 lists all Trademarks, if any, of Debtor, and Exhibit C-2 lists all Trademark Licenses, if any, of Debtor,.

Section 3. The Security Interests.

(a) In order to secure the full and punctual payment of the Obligations in accordance with the terms of the Loan Documents, Debtor hereby grants and assigns to Secured Party a continuing security interest in and to all right, title and interest of Debtor in the Collateral.

(b) The Security Interests are granted as security only and shall not subject Secured Party, nor any of the Lenders, to, or transfer or in any way affect or modify, any obligation or liability of Debtor with respect to any of the Collateral or any transaction in connection therewith.

(c) The inclusion of Proceeds in this Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by this Agreement or by the Credit Agreement or other Loan Documents.

(d) The inclusion of Proceeds in this Agreement shall not prevent Debtor from using the proceeds of any insurance paid in respect of the Collateral to the extent such use is authorized in accordance with the Credit Agreement and other Loan Documents.

(e) To the extent any of the proceeds of the Loans evidenced by the Credit Agreement are used to purchase Collateral, the repayment of the Loans shall apply on a "first-in, first-out" basis so that the portion of the Loans used to purchase a particular item of Collateral shall be paid in the chronological order that Debtor purchased the Collateral.

Section 4. Covenants; Further Assurances.

(a) Debtor will maintain (i) the location of its chief executive office and (ii) the location where Debtor keeps or holds records relating to the Collateral at (A) the address of Debtor provided in the introduction to this Agreement, (B) at locations upon which Secured Party has a lien pursuant to a deed of trust, mortgage or similar instrument, or (C) at other locations within other States if, prior to such relocation, Debtor shall have given Secured Party not less than thirty (30) days' notice thereof.

(b) Until the Obligations are paid in full and the Commitments terminated, Debtor agrees that Debtor will (i) not change the state of Debtor's organization; and (ii) not change Debtor's name or identity in any manner, unless Debtor shall have given Secured Party not less than thirty (30) days prior notice thereof.

(c) Debtor hereby authorizes Secured Party to file or to execute and file, as applicable, financing statements or continuation statements without Debtor's signature appearing thereon. Debtor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement and may be filed in any jurisdiction. Debtor shall pay the costs of, including out-of-pocket costs incidental to, any recording or filing of this Agreement, or any financing or continuation statements concerning the Collateral.

(d) Except for Inventory and Equipment leased in the ordinary course of Debtor's business and Inventory and Equipment stored in warehouses in the ordinary course of business, Debtor will maintain possession of the Collateral at all times, unless otherwise expressly provided by this Agreement or the other Loan Documents or unless Secured Party elects to perfect in any such Collateral by possession of the Collateral itself in addition to the filing of a financing statement or this Agreement.

(e) If any Collateral is in the possession of a third party (other than Inventory leased in the ordinary course of Debtor's business), Debtor will promptly notify Secured Party in writing and will promptly notify the third party of Secured Party's security interest and promptly use reasonable commercial efforts to obtain an agreement from the third party that the third party is holding the Collateral for the benefit of Secured Party.

(f) If any Collateral having a value in excess of \$25,000 is at any time (except for temporary absence for repairs or improvements thereto) located on property leased by Debtor or in the possession or control of any warehouseman, bailee or any of Debtor's agents or processors, Debtor shall (i) notify such landlord, warehouseman, bailee, agent or processor of the Security Interests created hereby and use reasonable commercial efforts (at minimal cost) to obtain lien waivers or lien subordinations, in form and substance reasonably satisfactory to Secured Party, from the landlord of any such leased property and any such warehouseman, bailee,

agent or processor in possession of any such Collateral, and (ii), at the request of Secured Party after an Event of Default, instruct any such landlord, warehouseman, bailee, agent or processor to hold all such Collateral for the account of Secured Party subject to Secured Party's instructions; provided, however, that notwithstanding anything to the contrary herein, Secured Party shall not deliver any instructions to any such landlord, warehousemen, bailee, agent or processor with respect to the Collateral unless as Event of Default has occurred and is continuing.

(g) Debtor shall keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Secured Party may reasonably request to reflect the Security Interests.

(h) Debtor will promptly deliver and pledge to Secured Party each instrument evidencing any Collateral, appropriately endorsed to Secured Party *provided* that so long as no Event of Default under any Loan Document shall have occurred and be continuing, and not waived by Secured Party, Debtor may retain for collection in the ordinary course any instruments received by it in the ordinary course of business and Secured Party shall, promptly upon request of Debtor, make appropriate arrangements for making any such other instrument pledged by Debtor available to Debtor for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed reasonably appropriate by Secured Party, against a trust receipt or other like document).

(i) Debtor shall use reasonable commercial efforts to cause to be collected from the obligors on the Receivables, as and when due, any and all amounts owing under or on account of the Receivables (including Receivables which are delinquent, such Receivables to be collected in accordance with lawful collection procedures) and apply forthwith upon receipt thereof all such amounts as are so collected to the outstanding balance of such Receivables, except that, unless a Event of Default has occurred and is continuing and not waived by Secured Party and Secured Party is exercising its rights under this Agreement to collect Receivables, Debtor may allow in the ordinary course of business as adjustments to amounts owing under its Receivables (i) an extension or renewal of the time or times of payment, or settlement for less than the total unpaid balance, which Debtor finds appropriate in accordance with sound business judgment, and (ii) a refund or credit due as a result of returned or damaged merchandise or for other valid and reasonable reasons, all in accordance with prudent industry practice and Debtor's historical collection practices. The costs and expenses (including reasonable attorneys' fees) of collection, whether incurred by Debtor or Secured Party, shall be borne by Debtor.

(j) Upon the occurrence and during the continuance of any Event of Default not waived by Secured Party, at the request of Secured Party, Debtor will promptly notify (and Debtor hereby authorizes Secured Party so to notify) each account debtor or other obligor on each Receivable that such Collateral has been assigned to Secured Party under this Agreement, and that any payments due or to become due in respect of such Collateral are to be made directly to Secured Party or its designee.

(k) Debtor will cooperate with Secured Party to allow Secured Party to obtain control of all deposit accounts, letter-of-credit rights, and electronic chattel paper of Debtor.

(l) Debtor will not create any chattel paper without placing a legend on the chattel paper reasonably acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

(m) Debtor will at all reasonable times and without interruption of Debtor's business allow Secured Party or any Lender to inspect the Collateral, wherever located.

(n) Debtor will, promptly upon request, provide to Secured Party, with sufficient copies for each of the Lenders, all information and evidence Secured Party may reasonably request concerning the Collateral, and in particular the Receivables, to enable Secured Party to enforce the provisions of this Agreement.

Section 5. Remedies upon Events of Default.

5.01 Remedies.

(a) If any Event of Default has occurred and is continuing, Secured Party may exercise all rights and remedies of a secured party under the UCC (to the extent permitted by law, whether or not the UCC is in effect in the jurisdiction where such rights and remedies are asserted) to collect, enforce or satisfy any of the Obligations then owing, whether by acceleration or otherwise, and in addition and without limiting in any way the foregoing, Secured Party may, without being required to give any notice, except as provided in this Agreement or as may be required by mandatory provisions of law (1) notify all obligors under the Related Contracts or under the Receivables to make all payments to Secured Party and apply such monies, and other cash, if any, then held by Secured Party as Collateral as specified in Section 5.03 and (2) if there shall be no such monies, or cash or if such monies or cash shall be insufficient to pay all the Obligations in full, sell the Collateral or any part thereof at public or private sale, for cash, upon credit or for future delivery, and at such price or prices as Secured Party may deem satisfactory to the extent allowed by law. Without limitation of the foregoing:

(i) Secured Party may be the purchaser of any or all of the Collateral so sold at any public sale (or, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. Debtor will execute and deliver such documents and take such other action as Secured Party deems necessary or advisable so that any such sale may be made in compliance with law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold free and clear of any right or claim of Debtor. Each purchaser at any such sale shall hold the Collateral so sold to it absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption of Debtor, and Debtor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal which Debtor has or may have under any law now existing or hereafter adopted. The notice (if any) of such sale required by this Section 5.01 shall (A) in case of a public sale, state the time and place fixed for such sale, and (B) in the case of a

private sale, state the day after which such sale may be consummated. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale, *provided* that Secured Party shall give Debtor not less than ten (10) days' prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except any Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Debtor agrees that such notice constitutes "reasonable notification" and "reasonable authenticated notification" as such terms are used in Chapter 9 of the UCC. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine. Secured Party shall not be obligated to make any such sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned.

(ii) In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice.

(iii) Secured Party may sell the Collateral without giving any warranties, express or implied, as to the Collateral. Without limiting the foregoing, Secured Party may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose, and other warranties. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(iv) Secured Party, instead of exercising the power of sale in this Agreement conferred upon Secured Party, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(v) Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(vi) Secured Party shall have no obligation to marshal any assets in favor of Debtor or against or in payment of any of the Obligations.

(vii) Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other Person liable for them, and Secured

Party may release, modify or waive any collateral provided by any other Person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor.

(b) For the purpose of enforcing any and all rights and remedies under this Agreement, Secured Party will be entitled to (i) require Debtor to, and Debtor will, at Debtor's expense, after an Event of Default, forthwith assemble all or any part of the Collateral as directed by Secured Party and make the Collateral available at a place designated by Secured Party which is, in Secured Party's opinion, reasonably convenient to Secured Party, whether at the premises of Debtor or otherwise, (ii) to the extent permitted by applicable law and any Related Contract, warehouse agreement, or lease agreement to which Debtor is a party or lessee, after an Event of Default, enter, with or without process of law and without breach of the peace, any premises where any of the Collateral is or may be located, and without charge or liability to Secured Party seize and remove such Collateral from such premises, (iii) after an Event of Default, have access to and use the books and records of Debtor relating to the Collateral, and (iv) after an Event of Default, but prior to the disposition of the Collateral, store or transfer the Collateral without charge in or by means of any storage or transportation facility owned or leased by Debtor, process, repair or recondition the Collateral or otherwise prepare the Collateral for disposition in any manner and to the extent Secured Party deems appropriate and, in connection with such preparation and disposition, use, without charge, if assignable, any Trademark, Copyright, Patent, license or technical process used by Debtor.

5.02 Deficiency. Without limiting the obligations of Debtor to pay the Obligations, if the Proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 5.01 of this Agreement are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Debtor shall remain liable for any deficiency.

5.03 Application of Proceeds. Except as otherwise expressly provided in this Agreement or as otherwise required by law, the Proceeds of any collection, sale or other realization of all or any part of the Collateral pursuant to this Agreement, and any other cash at the time held by Secured Party shall be applied by Secured Party to the payment of the Obligations in such order and manner as set forth in Section 10.02(c) of the Credit Agreement.

5.04 Related Contracts. Debtor hereby irrevocably authorizes and empowers Secured Party, in Secured Party's sole discretion, if an Event of Default has occurred and is continuing and not waived by Secured Party, to assert, either directly or on behalf of Debtor, any claims Debtor may have, from time to time, against any other party to the Related Contracts or to otherwise exercise any right or remedy of Debtor under the Related Contracts (including the right to enforce directly against any party to a Related Contract all of Debtor's rights thereunder, to make all demands and give all notices and make all requests required or permitted to be made by Debtor under the Related Contracts) as Secured Party may deem proper.

5.05 Costs and Expenses. In the event that Debtor fails to comply with the provisions of the Credit Agreement, this Agreement or any other Loan Document to which Debtor is a party, such that the value of any Collateral or the validity, perfection, rank or value of any Security Interest is thereby diminished or potentially diminished or put at risk, in the reasonable discretion

of Secured Party, Secured Party may, but shall not be required to, effect such compliance on behalf of Debtor, and Debtor shall reimburse Secured Party for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral, or, after an Event of Default, in respect of periodic appraisals and inspections of the Collateral to the extent the same may be requested by Secured Party from time to time after an Event of Default, or in respect of the sale or other disposition thereof, shall be borne and paid by Debtor; and if Debtor fails to promptly pay any portion thereof when due, Secured Party may, at Secured Party's option, but shall not be required to, pay the same and charge Debtor's account therefor, and Debtor, agrees to reimburse Secured Party therefor on demand. All sums so paid or incurred by Secured Party for any of the foregoing and any and all other sums for which Debtor may become liable under this Agreement and all costs and expenses (including reasonable attorneys' fees, legal expenses and court costs) incurred by Secured Party in enforcing or protecting the Security Interests or any of its rights or remedies under this Agreement, shall, together with interest thereon until paid at the lesser of (a) the Post-Default Rate applicable to LIBOR loans, and (b) the Highest Lawful Rate.

5.06 Attorney-in-Fact. Debtor hereby irrevocably appoints Secured Party its true and lawful attorney, with full power of substitution, in the name of Debtor, Secured Party, or otherwise, for the sole use and benefit of Secured Party but at the expense of Debtor and to the extent permitted by law, to exercise, at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral: (a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof, including to assert and collect all claims and assert all rights of Debtor with respect to all Receivables and under the Related Contracts; (b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectively as if Secured Party were the absolute owner thereof; and (d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

Section 6. Secured Party.

6.01 Limitation on Duty of Secured Party in Respect of Collateral. The powers conferred on Secured Party under this Agreement are solely to protect the interest of Secured Party and Lender in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Except for reasonable care in the custody of any Collateral in Secured Party's possession and the accounting for moneys actually received by Secured Party under this Agreement, neither Secured Party nor Lenders shall have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in Secured Party's possession if the Collateral is accorded treatment substantially equal to that which Secured Party accords Secured Party's own property, it being understood that Secured Party shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or

omission of any warehouseman, carrier, forwarding agency, consignee or other bailee selected by Secured Party in good faith. Further, Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral. Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

6.02 Concerning Secured Party. In furtherance and not in derogation of the rights, privileges and immunities of Secured Party set forth in the Credit Agreement:

(a) Secured Party is authorized to take all such action as is provided to be taken by Secured Party under this Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for in this Agreement (including the timing and methods of realization upon the Collateral), Secured Party shall act or refrain from acting in Secured Party's reasonable discretion.

(b) Secured Party shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on Secured Party's part under this Agreement. Secured Party shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Agreement by Debtor.

6.03 Appointment of Agents and Attorneys-in-Fact. **SECURED PARTY MAY EMPLOY AGENTS AND ATTORNEYS-IN-FACT IN CONNECTION WITH THIS AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OR MISCONDUCT (EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY SUCH AGENTS OR ATTORNEYS-IN-FACT SELECTED BY SECURED PARTY IN GOOD FAITH.** Without limiting the foregoing, at any time or times, in order to comply with any legal requirement in any jurisdiction, Secured Party may appoint another bank or trust company or one or more other Persons, either to act as co-agent or co-agents, jointly with Secured Party, or to act as separate agent or agents on behalf of Secured Party with such power and authority as may be necessary for the effectual operation of the provisions of this Agreement and as may be specified in the instrument of appointment.

Section 7. Miscellaneous.

7.01 No Waiver. No failure on the part of Secured Party to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right, power or remedy under this Agreement operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right, power or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies in this Agreement are cumulative and are not exclusive of any remedies provided by law.

under this Agreement, or any security for or guaranty of any of the foregoing, and (e) any right Debtor may have to require Secured Party to pursue any third party for any of the Obligations.

7.09 Rescission and Releases. Debtor agrees that, if at any time all or any part of any payment theretofore applied by Secured Party to any of the Obligations is or must be rescinded or returned by Secured Party for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Debtor or any of its affiliates), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Secured Party, and the security interest granted under this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Secured Party had not been made.

7.10 Survival of Representations and Warranties. All representations and warranties contained in this Agreement or made in writing by or on behalf of Debtor in connection with this Agreement shall survive the execution and delivery of this Agreement and repayment of the Obligations. Any investigation by Secured Party shall not diminish in any respect whatsoever Secured Party's rights to rely on such representations and warranties.

7.11 Security Interest Absolute. All rights of Secured Party to the Security Interests, and all obligations of Debtor under this Agreement, shall, to the extent permitted by law, be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement, the other Loan Documents or any other agreement or instrument relating thereto;

(b) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or any consent to any departure from the Credit Agreement or the other Loan Documents;

(c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Obligors or a third party grantor of a security interest.

7.12 Final Agreement of the Parties. THIS AGREEMENT (INCLUDING THE EXHIBITS TO THIS AGREEMENT), THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS CONSTITUTE A "LOAN AGREEMENT" AS DEFINED IN SECTION 26.02(A) OF THE TEXAS BUSINESS AND COMMERCE CODE, AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN

SECURED PARTY, ON THE ONE HAND, AND DEBTOR AND THE OTHER OBLIGORS, ON THE OTHER HAND.

7.13 Limitation by Law. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and that may not be effectively waived by Debtor and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

7.14 Termination. When all Obligations shall have been indefeasibly paid in full (after the termination of all commitments of Secured Party to extend credit to any Obligor pursuant to the Credit Agreement), this Agreement shall automatically terminate without any further action by or on behalf of Secured Party, the Security Interests shall be automatically released and terminated, and Secured Party shall promptly authorize Debtor to file such instruments evidencing such release and termination as shall be commercially reasonable.

7.15 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Agreement by signing any such counterpart.

7.16 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS, OR REMEDIES UNDER THIS AGREEMENT, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by Debtor's authorized officer as of the day and year first above written.

**WINDSOR QUALITY FOOD COMPANY
LTD., a Texas limited partnership**

By: WFCGP, Inc., its general partner

By:  _____

Anne M. Smalling
Vice Chairman

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C-1**TRADEMARKS****U.S. TRADEMARKS**

<u>Title or Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bernardi	2,110,455	11/04/1997
Bernardi Frozen Italian Specialties & Design	2,111,859	11/11/1997
Bernardi Frozen Italian Specialties & Design (Banner)	1,406,976	08/26/1986
Cripple Creek	2,045,672	03/18/1997
Cripple Creek Bar-B-Que Brand & Design	2,068,831	06/10/1997
Elfin Loaves	1,520,021	01/10/1989
Golden Tiger & Design	1,820,326	02/08/1994
Misc. Design (Chili Man)	1,703,526	07/28/1992
Mona's	1,091,510	05/16/1978
Mona's & Design (Banner)	2,026,741	12/31/1996
Mona's & Design (In Banner)	1,409,705	09/16/1986
Mona's & Design (In Banner)	1,403,359	07/29/1986
Mona's Pasta Café	2,234,418	03/23/1999
Senor Tiger	2,148,785	04/07/1998
The Original Chili Bowl	1,493,335	06/21/1988
Traditional American	1,775,996	06/08/1993
Windsor Frozen Foods & Design	2,647,667	11/12/2002

<u>Title or Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Firecrackers & Design	75/521247	07/17/1998
Garden Trio Tortellini	78/177373	10/23/2002
Traditions by Bernardi A Taste of Authentic Italy	78/198168	12/27/2002

<u>Title or Mark</u>	<u>State</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cripple Creek	KS	00499563	04/29/1985
Cripple Creek	OK	28402	10/21/1996
Cripple Creek	TX	5612	10/10/1996

<u>Title or Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bernardi	Canada	520139	11/30/1999
Bernardi & Design	Mexico	477705	10/24/1994
Cripple Creek	Canada	408876	02/26/1993
Cripple Creek	Mexico	477704	10/24/1994

<u>Title or Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Golden Tiger & Design	Mexico	477703	10/24/1994
Mona's	Japan	4338635	11/26/1999
The Original Chili Bowl	Canada	408875	02/26/1993
The Original Chili Bowl	Mexico	485562	03/22/1995

EXHIBIT C-2

TRADEMARK LICENSES

1. That certain Exclusive Trademark License Agreement by and between Keebler Company, a Delaware corporation, and Windsor Quality Food Company Ltd. with respect to the Trademark, Elfin Loaves, U.S. Registration Number 1,520,021.
2. That certain Non-Exclusive Trademark License Agreement dated effective as of January 9, 1996, by and between Keebler Company, a Delaware corporation, and Windsor Quality Food Company Ltd. with respect to the following Trademarks: Keebler (word mark), U.S. Registration Numbers 1,713,946 and 221,594; Keebler (word mark), U.S. Registration Number 1,310,290; Keebler Hollow Tree Logo, U.S. Registration Number 1,274,495; Keebler Hollow Tree Logo, U.S. Registration Number 1,275,391; and Hollow Tree Design, U.S. Registration Number 1,343,031.