

05-28-2003

Form PTO-1594 (Rev. 10/02) 5-22-03 RE  
OMB No. 0651-0027 (exp. 6/30/2005)



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

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

1. Name of conveying party(ies):

Gourmand, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other District of Columbia Corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 2/20/03

2. Name and address of receiving party(ies)

Name: National City Equity Partners, Inc.

Internal Address: Suite 1010

Street Address: 1965 East Sixth Street

City: Cleveland State: OH Zip: 44114

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/507,480; 75/512,109

B. Trademark Registration No.(s) 2,119,446; 2,112,385; 1,882,596; 1,486,249

Additional number(s) attached  Yes  No

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

Name: Monica S. Verma

Internal Address: 3200 National City Center

Street Address: 1900 East Ninth Street

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 02-0396

OFFICE OF PUBLIC RECORDS  
2003 MAY 22 PM 3:50  
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Monica S. Verma

Name of Person Signing

Signature

05/21/03

Date

Total number of pages including cover sheet, attachments, and document: 12

05/27/2003 ECOOPER 0000065 020396 75507400

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

01 FC:0521 40.00 CH  
02 FC:0522 125.00 CH

TRADEMARK  
REEL: 002740 FRAME: 0310

**Additional Information:**

Line 2. Name and address of receiving party(ies)

Name: Great Lakes Capital Investments V, L.L.C.

Internal Address: Suite 1010

Street Address: 1965 East Sixth Street

City: Cleveland State: OH Zip: 44114

Delaware Limited Liability Company

G:\CLdata\TLN1276\37318\99004\Additional Information.doc

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2003 (this "*Agreement*"), is made by GOURMAND, INC., a District of Columbia corporation (the "*Company*"), in favor of NATIONAL CITY EQUITY PARTNERS, INC., a Delaware corporation, and GREAT LAKES CAPITAL INVESTMENTS V, L.L.C., a Delaware limited liability company (the "*Purchasers*").

### PRELIMINARY STATEMENTS:

(1) The Company and its affiliates, as borrowers and guarantors, as the case may be, and the Purchasers, as lenders, are parties to the Senior Subordinated Secured Note Purchase Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), under which the Purchasers have agreed, on certain terms and subject to certain conditions, to provide a senior subordinated term loan to the Company and its affiliates.

(2) Under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), between the Company and its affiliates, as grantors, and the Purchasers, the Company has granted the Purchasers a security interest in substantially all of the Company's assets.

(3) It is a condition precedent to the Purchasers' obligations under the Purchase Agreement that the Company execute this Agreement in favor of the Purchasers.

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Purchase Agreement.

2. **Grant of Security Interest.** To secure its Obligations under the Purchase Agreement, the Notes and the other Security Documents, the Company mortgages and pledges to the Purchasers and grants the Purchasers a security interest in all of the Company's right, title and interest in, to and under (i) each trademark, trademark application and trademark license and service mark license listed on the attached Schedules 1, 2 and 3, including, without limitation, all proceeds of such trademarks, trademark applications and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademarks, trademark applications and trademark licenses and service mark licenses throughout the world and all re-issues, extensions and renewals of such trademarks, trademark applications and trademark licenses and service mark licenses (collectively, the "Trademarks") and (ii) the goodwill of the business connected with the use of, and symbolized by, each Trademark. Until an Event of Default occurs, the Company retains its rights in the Trademarks and may use and possess the Trademarks until such time.

3. **Representations and Warranties.** The Company represents and warrants that, as of the date of this Agreement, (i) the Trademarks listed on Schedule 1 and 2 include all of the Trademark now owned or held by the Company, (ii) the trademark licenses and service mark licenses listed on Schedule 3 include all of the trademark license agreements and service mark licenses under which the Company is the licensee or licensor and (iii) no Liens, claims or encumbrances in such Trademarks have been granted by the Company to any Person or asserted by any Person against the Company other than the Lender, except for Liens permitted under Section 9.02 of the Purchase Agreement.

**4. New Trademarks.** If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Trademarks, (ii) becomes entitled to the benefit of any Trademarks, whether as licensee or licensor or (iii) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 2 automatically apply thereto. The Company will give to the Purchasers written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company authorizes the Purchasers to modify this Agreement unilaterally (a) by amending Schedule 1 or 2 to include any future Trademarks and by amending Schedule 3 to include any future trademark license agreements or service mark license agreements and (b) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1, 2 or 3 thereto, as the case may be, such future Trademarks.

**5. Remedies.** The Company and the Purchasers further acknowledge and affirm that the rights and remedies of the Purchasers after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Purchase Agreement and the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference, and are subject to the rights of the Lender.

**6. Termination.** Following the termination of the Purchase Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Purchasers will be automatically reassigned to the Company or terminated, and the Purchasers will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Purchase Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

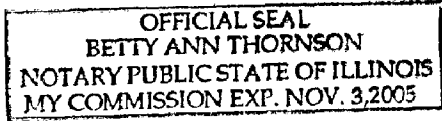
	<p>GOURMAND, INC.</p> <p>By: <u></u> Michael B. Austin, Vice President</p>
	<p>NATIONAL CITY EQUITY PARTNERS, INC.</p> <p>By: _____ Title: _____</p>
	<p>GREAT LAKES CAPITAL INVESTMENTS V, L.L.C.</p> <p>By: _____ Title: _____</p>

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

	<p><b>GOURMAND, INC.</b></p> <p>By: _____ Title: _____</p>
	<p><b>NATIONAL CITY EQUITY PARTNERS, INC.</b></p> <p>By:  _____ Title: <u>Director</u></p>
	<p><b>GREAT LAKES CAPITAL INVESTMENTS V, L.L.C.</b></p> <p>By:  _____ Title: <u>member</u></p>

STATE OF: ILLINOIS )  
 )  
COUNTY OF: )

The foregoing Patent Security Agreement was acknowledged before me this 20th day of February, 2003, by Michael B. Austin, the Vice President of Gourmand, Inc., on behalf of such corporation.



Betty Ann Thornson  
Notary Public

My commission expires: 11-3-05

STATE OF: Ohio )  
COUNTY OF: Cuyahoga )

The foregoing Trademark Security Agreement was acknowledged before me this 20 day of February, 2003, by John Freund, the Director of National City Equity Partners, Inc., on behalf of such corporation.

Laurene M. Warfield  
Notary Public

My commission expires: \_\_\_\_\_  
LAURENE M. WARFIELD  
Notary Public, State of Ohio  
(Recorded in Geauga County)  
My Commission Expires June 17, 2003



STATE OF: Ohio )  
COUNTY OF: Cuyahoga )

The foregoing Trademark Security Agreement was acknowledged before me this 20 day of February, 2003, by John Freund, the Member of Great Lakes Capital Investments V, L.L.C., on behalf of such limited liability company.

Laurene M. Warfield  
Notary Public

My commission expires: \_\_\_\_\_  
LAURENE M. WARFIELD  
Notary Public, State of Ohio  
(Recorded in Geauga County)  
My Commission Expires June 17, 2003

SCHEDULE 1  
Registered Trademarks

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
LA FERME GOURMANDE	75/176,234 October 3, 1996	2,119,446 December 9, 1997
REGENCE	75/208,221 December 3, 1996	2,112,385 November 11, 1997
GOURMAND	74/289,842 June 30, 1992	1,882,596 March 7, 1995
KASPIANA	73/639,092 January 12, 1987	1,486,249 April 26, 1988

SCHEDULE 2  
Trademarks Pending

<u>Trademark</u>	<u>Application Number/Date</u>	<u>Status</u>
PEARL PASTA	75/507,480 June 23, 1998	Pending
SUGARETTES	75/512,109 June 26, 1998	Published December 12, 1998

[UPDATE IF APPLICABLE]

**SCHEDULE 3**

**Trademark Licenses; Service Mark Licenses**

None.