

05-28-2003



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

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): 5-22-03 Gourmand, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other District of Columbia Corporation Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: National City Capital Corp., 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 2/20/03

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

DO NOT USE THIS SPACE

9. Signature: Monica S. Verma Signature Date: 05/21/03 Total number of pages including cover sheet, attachments, and document: 14

OFFICE OF PUBLIC RECORDS 2003 MAY 22 PM 3:48 FINANCE SECTION

05/27/2003 ECDOPER 00000066 020396 73507400 01 FC:0521 40.00 CH 02 FC:0522 125.00 CH

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

TRADEMARK REEL: 002740 FRAME: 0328

Additional Information:

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

Name: Great Lakes Capital Investments I, LLC.
Internal Address: Suite 1010
Street Address: 1965 East Sixth Street
City: Cleveland State: OH Zip: 44114

Delaware Limited Liability Company

Name and address of receiving party(ies)

Name: Great Lakes Capital Investments II, LLC.
Internal Address: Suite 1010
Street Address: 1965 East Sixth Street
City: Cleveland State: OH Zip: 44114

Delaware Limited Liability Company

Name and address of receiving party(ies)

Name: Great Lakes Capital Investments III, LLC.
Internal Address: Suite 1010
Street Address: 1965 East Sixth Street
City: Cleveland State: OH Zip: 44114

Delaware Limited Liability Company

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 CAPITAL CORPORATION, INC., a Delaware corporation, GREAT LAKES CAPITAL INVESTMENTS I, LLC, a Delaware limited liability company, GREAT LAKES CAPITAL INVESTMENTS II, LLC, a Delaware limited liability company, and GREAT LAKES CAPITAL INVESTMENTS III, LLC, 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 Third Amended and Restated Senior Subordinated Note Purchase Agreement dated as of February 14, 2001, as amended (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), under which the Purchasers have provided senior subordinated term loans to the Company and its affiliates.

(2) The Company and its affiliates have additional borrowing needs and have requested that the Purchasers consent to the incurrence by the Company and its affiliates of additional secured indebtedness and have also asked the Purchasers to waive certain covenant violations. The Purchasers have agreed to do so only on the condition that the Company and its affiliates grant security interests to the Purchasers.

(3) 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.

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 holders of Senior Indebtedness.

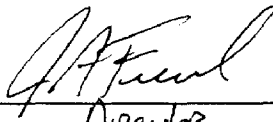
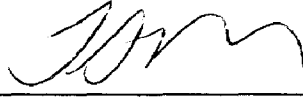
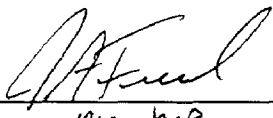

6. Termination. Following the termination of the Purchase Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Purchasers will be automatically reassigned to the Company or terminated, 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:  Michael B. Austin, Vice President</p>
	<p>NATIONAL CITY CAPITAL CORPORATION</p> <p>By: _____ Title: _____</p>
	<p>GREAT LAKES CAPITAL INVESTMENTS I, LLC</p> <p>By: _____ Title: _____</p>
	<p>GREAT LAKES CAPITAL INVESTMENTS II, LLC</p> <p>By: _____ Title: _____</p>
	<p>GREAT LAKES CAPITAL INVESTMENTS III, LLC</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>GOURMAND, INC.</p> <p>By: _____ Title: _____</p>
	<p>NATIONAL CITY CAPITAL CORPORATION</p> <p>By:  _____ Title: <u>Director</u></p>
	<p>GREAT LAKES CAPITAL INVESTMENTS I, LLC</p> <p>By:  _____ Title: <u>member</u></p>
	<p>GREAT LAKES CAPITAL INVESTMENTS II, LLC</p> <p>By:  _____ Title: <u>member</u></p>
	<p>GREAT LAKES CAPITAL INVESTMENTS III, LLC</p> <p>By:  _____ Title: <u>member</u></p>

STATE OF: ILLINOIS)
)
COUNTY OF:)

The foregoing Trademark 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 Capital Corporation, 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 Todd McLung, the Member of Great Lakes Capital Investments I, LLC, 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

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 II, LLC, 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

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 III, LLC, 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.