

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

RECORDATION FORM COVER SHEET 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.

1. Name of conveying party(ies):

Empire Kosher Poultry, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- 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. Name and address of receiving party(ies)

Name: Spring Street Partners, II, L.P.

Internal Address: Suite 2630

Street Address: 717 North Harwood Street,

City: Dallas State: TX Zip: 75201

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

B. Trademark Registration No.(s) 0788799;

0942058; etc.

Additional number(s) attached Yes No

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

Name: Empire Kosher Poultry, Inc.

Internal Address: _____

Street Address: Rural Route 5, Box 228

City: Mifflintown State: PA Zip: 17059

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00

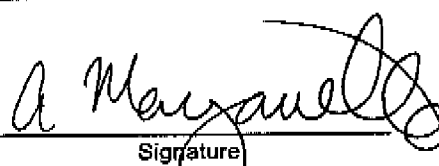
- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1945

DO NOT USE THIS SPACE

9. Signature.



Name of Person Signing

Signature

12/22/03
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

CH \$590.00 181945 0788799

EXHIBIT A

**Additional Registration Numbers for Security Interest between
Empire Kosher Poultry, Inc. and Spring Street Partners – II, LP**

- 3. 1024799
- 4. 1098920
- 5. 1144401
- 6. 1134751
- 7. 1134752
- 8. 1183117
- 9. 1142748
- 10. 1142749
- 11. 1164799
- 12. 1265164
- 13. 1407844
- 14. 1696257
- 15. 1481745
- 16. 1506662
- 17. 1506663
- 18. 1503446
- 19. 1682136
- 20. 1753340
- 21. 1757054
- 22. 1767057
- 23. 1810297

MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum, dated as of December 4, 2003, is between Empire Kosher Poultry, Inc., a Delaware corporation (the "Mark Owner"), having a place of business at Rural Route 5, Box 228, Mifflintown, Pennsylvania 17059, and Spring Street Partners - II, L.P., a Delaware limited partnership, having a place of business at 717 North Harwood Street, Suite 2630, Dallas, Texas 75201, in its capacity as administrative agent (the "Secured Party") for itself and the other Lenders (as defined below) under the Second Amended and Restated Credit Agreement dated as of October 30, 2003, as amended and in effect from time to time (the "Credit Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Secured Party.

1. Pursuant to the Credit Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Prior Restated Credit Agreement, the "Prior Credit Agreement") among the Mark Owner, the lenders from time to time party thereto (the "Prior Lenders") and Fleet National Bank, as administrative agent (the "Prior Administrative Agent") for itself and the other Prior Lenders, the Prior Lenders agreed to make loans and other extensions of credit to the Mark Owner.

2. Pursuant to the Guaranty dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Prior Guaranty") made by Empire Kosher Restaurant Franchise System, Inc., a New York corporation, K&L Feeds, Inc., a Pennsylvania corporation, and Mattern's Hatchery, Inc., a Pennsylvania corporation (collectively, the "Prior Guarantors"), in favor of the Prior Lenders, each Prior Guarantor guaranteed the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement.

3. Pursuant to (a) the Security Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Prior Security Agreement"), made by the Mark Owner, Empire Kosher Holdings, Inc., a Delaware corporation, and the Prior Guarantors (collectively, the "Prior Obligors") in favor of the Prior Administrative Agent, and (b) the Intellectual Property Security Agreement dated as of June 20, 1997 (as amended and in effect from time to time prior to giving effect to the Guarantee and Security Agreement, the "Intellectual Property Security Agreement"; and, collectively with the Prior Guaranty and the Prior Security Agreement, the "Prior Credit Support Documents") made by the Prior Obligors in favor of the Prior Administrative Agent, each Prior Obligor granted to the Prior Administrative Agent, for the benefit of the Prior Lenders a security interest in all of the assets of such Prior Obligor (collectively, the "Collateral"), including all of such Prior Obligor's right, title and interest in and to, *inter alia*, certain trademarks, service marks and applications therefor, together with the registrations thereof and goodwill symbolized thereby, as described more fully in the Intellectual Property Security Agreement, to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement.

4. The Prior Administrative Agent perfected its security interest in the Collateral by, *inter alia*, filing the Intellectual Property Security Agreement with the U.S. Patent and Trademark Office (the "PTO") on December 10, 1997. This filing is recorded with the PTO at

reel 1666, frame 0920. On April 8, 1998, the Prior Administrative Agent made a corrective filing with the PTO, correcting inadvertent errors in the schedules attached to the Intellectual Property Security Agreement originally filed on December 10, 1997, which corrective filing is recorded with the PTO at reel 1743, frame 0373.

5. Pursuant to an Amended and Restated Credit Agreement dated as of August 31, 2000 (as amended and in effect from time to time prior to giving effect to the Credit Agreement, the "Prior Restated Credit Agreement") among the Mark Owner, the Prior Lenders and the Prior Administrative Agent, the Prior Credit Agreement was amended and restated in its entirety on the terms set forth in the Prior Restated Credit Agreement. The Prior Restated Credit Agreement was not a novation of the Prior Credit Agreement, and all obligations of the Mark Owner outstanding under the Prior Credit Agreement remained outstanding under the Prior Restated Credit Agreement.

6. Pursuant to the letter agreement dated July 8, 2003 between the Secured Party and the Prior Administrative Agent, (a) the Prior Administrative Agent resigned as administrative agent under the Prior Restated Credit Agreement, (b) the Secured Party was appointed as administrative agent under the Prior Restated Credit Agreement and (c) the Mark Owner consented to such resignation and appointment.

7. Pursuant to the Credit Agreement, the Prior Restated Credit Agreement was amended and restated in its entirety on the terms set forth in the Credit Agreement. The Credit Agreement was not a novation of the Prior Restated Credit Agreement, and, except as modified by the terms of the Credit Agreement, all obligations of the Mark Owner outstanding under the Prior Restated Credit Agreement remained outstanding under the Credit Agreement.

8. Pursuant to the Guarantee and Security Agreement dated as of October 30, 2003 (the "Guarantee and Security Agreement") among the Mark Owner, its subsidiaries from time to time party thereto (the "Subsidiary Obligors") and the Secured Party, the Prior Credit Support Documents were amended, restated and consolidated in their entirety on the terms set forth in the Guarantee and Security Agreement. The Guarantee and Security Agreement was not a novation of the Prior Credit Support Documents, and, except as modified by the terms of the Guarantee and Security Agreement, the respective guarantees, and the respective security interests in the Collateral, granted by the Mark Owner and the Subsidiary Obligors in favor of the Prior Administrative Agent under the Prior Credit Support Documents to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement, as amended and restated by the Prior Restated Credit Agreement, remained outstanding in favor of the Secured Party under the Guarantee and Security Agreement to secure the payment and performance of the obligations of the Mark Owner under the Prior Credit Agreement, as amended and restated by the Prior Restated Credit Agreement, and as further amended and restated by the Credit Agreement.

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The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:


EMPIRE KOSHER POULTRY, INC.

Secured Party:

SPRING STREET PARTNERS - II, L.P. ,
as Administrative Agent under the
Credit Agreement referred to above

By: Spring Street Capital, L.L.C.
its General Partner

By _____
Name: John A. Turner
Title: President & C.E.O.

By 
Name: Alfred W. Bowman, Jr.
Title: Senior Managing Director.

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Mark Owner:

EMPIRE KOSHER POULTRY, INC.

Secured Party:

SPRING STREET PARTNERS - II, L.P.,
as Administrative Agent under the
Credit Agreement referred to above

By: **Spring Street Capital, L.L.C.**
its General Partner

By: 

Name: **John A. Turner**
Title: **President & C.E.O.**

By: _____
Name: **Alfred W. Bowman, Jr.**
Title: **Senior Managing Director.**



UNITED STATES PATENT AND TRADEMARK OFFICE

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Assignments on the Web

Trademark Assignment Details

Reel/Frame: 1666/0920 **Received:** 12/29/1997 **Recorded:** 12/10/1997 **Pages:** 41

Conveyance: SECURITY AGREEMENT

Total properties: 23

- | | | | | |
|-----------|--|------------------------------|------------------------------|----------------------------|
| 1 | Serial #: <u>72191266</u> | Filing Dt: 04/16/1964 | Reg #: <u>0788799</u> | Reg. Dt: 04/27/1965 |
| | Mark: NAOMI | | | |
| 2 | Serial #: <u>72370329</u> | Filing Dt: 09/10/1970 | Reg #: <u>0942058</u> | Reg. Dt: 08/29/1972 |
| | Mark: DEAN | | | |
| 3 | Serial #: <u>73042216</u> | Filing Dt: 01/20/1975 | Reg #: <u>1024799</u> | Reg. Dt: 11/11/1975 |
| | Mark: EMPIRE | | | |
| 4 | Serial #: <u>73135695</u> | Filing Dt: 07/28/1977 | Reg #: <u>1098920</u> | Reg. Dt: 08/08/1978 |
| | Mark: EMPIRE | | | |
| 5 | Serial #: <u>73178239</u> | Filing Dt: 07/14/1978 | Reg #: <u>1144401</u> | Reg. Dt: 12/23/1980 |
| | Mark: | | | |
| 6 | Serial #: <u>73183376</u> | Filing Dt: 08/24/1978 | Reg #: <u>1134751</u> | Reg. Dt: 05/06/1980 |
| | Mark: KOSHER EMPIRE FOODS | | | |
| 7 | Serial #: <u>73183385</u> | Filing Dt: 08/24/1978 | Reg #: <u>1134752</u> | Reg. Dt: 05/06/1980 |
| | Mark: D KOSHER EMPIRE FOODS | | | |
| 8 | Serial #: <u>73201391</u> | Filing Dt: 01/25/1979 | Reg #: <u>1183117</u> | Reg. Dt: 12/22/1981 |
| | Mark: THE MOST TRUSTED NAME IN KOSHER POULTRY | | | |
| 9 | Serial #: <u>73201769</u> | Filing Dt: 01/29/1979 | Reg #: <u>1142748</u> | Reg. Dt: 12/09/1980 |
| | Mark: EMPIRE KOSHER POULTRY | | | |
| 10 | Serial #: <u>73201774</u> | Filing Dt: 01/29/1979 | Reg #: <u>1142749</u> | Reg. Dt: 12/09/1980 |
| | Mark: EMPIRE KOSHER POULTRY | | | |
| 11 | Serial #: <u>73240571</u> | Filing Dt: 11/26/1979 | Reg #: <u>1164799</u> | Reg. Dt: 08/11/1981 |
| | Mark: HAROT | | | |
| 12 | Serial #: <u>73350576</u> | Filing Dt: 02/17/1982 | Reg #: <u>1265164</u> | Reg. Dt: 01/24/1984 |
| | Mark: EMPIRE | | | |
| 13 | Serial #: <u>73566943</u> | Filing Dt: 11/04/1985 | Reg #: <u>1407844</u> | Reg. Dt: 09/02/1986 |
| | Mark: PAKS KOSHER POULTRY | | | |
| 14 | Serial #: <u>73657480</u> | Filing Dt: 04/27/1987 | Reg #: <u>1696257</u> | Reg. Dt: 06/23/1992 |
| | Mark: EMPIRE KOSHER FOODS | | | |
| 15 | Serial #: <u>73674489</u> | Filing Dt: 07/24/1987 | Reg #: <u>1481745</u> | Reg. Dt: 03/22/1988 |
| | Mark: ROYAL | | | |

16	Serial #: <u>73710683</u>	Filing Dt: 02/11/1988	Reg #: <u>1506662</u>	Reg. Dt: 09/27/1988
	Mark: EMPIRE KOSHER CHICKEN RESTAURANT			
17	Serial #: <u>73710684</u>	Filing Dt: 02/11/1988	Reg #: <u>1506663</u>	Reg. Dt: 09/27/1988
	Mark: KOSHER EMPIRE RESTAURANT			
18	Serial #: <u>73710685</u>	Filing Dt: 02/11/1988	Reg #: <u>1503446</u>	Reg. Dt: 09/06/1988
	Mark: EMPIRE			
19	Serial #: <u>73725508</u>	Filing Dt: 04/29/1988	Reg #: <u>1682136</u>	Reg. Dt: 04/07/1992
	Mark: EMPIRE			
20	Serial #: <u>74237272</u>	Filing Dt: 01/13/1992	Reg #: <u>1753340</u>	Reg. Dt: 02/16/1993
	Mark: BUTCHER WRAP			
21	Serial #: <u>74299893</u>	Filing Dt: 07/29/1992	Reg #: <u>1757054</u>	Reg. Dt: 03/09/1993
	Mark: SPECIAL EDITION			
22	Serial #: <u>74299894</u>	Filing Dt: 07/29/1992	Reg #: <u>1767057</u>	Reg. Dt: 04/20/1993
	Mark: HADAS KOSHER POULTRY			
23	Serial #: <u>74350686</u>	Filing Dt: 01/19/1993	Reg #: <u>1810297</u>	Reg. Dt: 12/07/1993
	Mark: BELZ			

Assignors

1	<u>EMPIRE KOSHER POULTRY, INC.</u>	Exec Dt: 06/20/1997
		Entity Type: CORPORATION
		Citizenship: DELAWARE
2	<u>EMPIRE KOSHER HOLDINGS, INC.</u>	Exec Dt: 06/20/1997
		Entity Type: CORPORATION
		Citizenship: DELAWARE
3	<u>EMPIRE KOSHER RESTAURANT FRANCHISE SYSTEM, INC.</u>	Exec Dt: 06/20/1997
		Entity Type: CORPORATION
		Citizenship: NEW YORK
4	<u>K&L FEEDS, INC.</u>	Exec Dt: 06/20/1997
		Entity Type: CORPORATION
		Citizenship: PENNSYLVANIA
5	<u>MATTERN'S HATCHERY, INC.</u>	Exec Dt: 06/20/1997
		Entity Type: CORPORATION
		Citizenship: PENNSYLVANIA

Assignee

1	<u>FLEET NATIONAL BANK</u>	Entity Type: BANKING
	1 FEDERAL STREET	Entity Type: CORPORATION
	BOSTON, MASSACHUSETTS 02211	Citizenship: NONE

Correspondence name and address

PENNIE & EDMONDS LLP
 CAROL M. WILHELM, ESQ.
 1155 AVENUE OF THE AMERICAS
 NEW YORK, NY 10036

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