

07-22-2003

Docket No.:

80873-011



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ed original documents or copy thereof.

To the Director of the United States Patent an

102505626

1. Name of conveying party(ies):

Little Lady Foods, Inc.

7-18-03

- Individual(s)
- General Partnership
- Corporation-State Illinois
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

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

Name: LaSalle Bank, National Association

Internal Address: \_\_\_\_\_

Street Address: 3201 North Ashland Avenue

City: Chicago State: IL ZIP: 60657

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other National Association

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: July 10, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,637,729	1,722,266
2,020,545	1,797,204
1,527,236	

Additional numbers  Yes  No

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

Name: William F. Kolakowski III

Internal Address: Dykema Gossett PLLC

Street Address: 39577 Woodward Avenue

Suite 300

City: Bloomfield Hills State: MI ZIP: 48304

6. Total number of applications and registrations involved:.....

7. Total fee (37 CFR 3.41):.....\$ \$200.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

04-2223

FRANICE SECTION  
10 M 8:36  
RECORDS

07/21/2003 LINDLER 0000157 042223 1637729

DO NOT USE THIS SPACE

01 FC:0521 44.00 BA  
02 FC:0522 104.00 BA

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William F. Kolakowski III

Name of Person Signing

[Signature]

Signature

07-15-03

Date

Total number of pages including cover sheet, attachments, and TRADEMARK

REEL: 002781 FRAME: 0640

## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement ("Agreement") is made this 10<sup>th</sup> day of July, 2003 between LITTLE LADY FOODS, INC., an Illinois corporation whose address is 2323 Pratt Boulevard, Elk Grove Village, IL 60007 ("Debtor"), and LASALLE BANK, NATIONAL ASSOCIATION whose address is 3201 North Ashland Avenue, Chicago, Illinois 60657-2107 ("Lender").

**WHEREAS**, Debtor and Lender have executed and delivered a certain Third Amended and Restated Loan and Security Agreement dated July 10, 2003 (collectively, with all extensions, renewals, modifications, or amendments thereto the "Loan Agreement"), pursuant to which Lender will continue to provide financial accommodation to Debtor; and

**WHEREAS**, pursuant to the Loan Agreement, Debtor and Lender are entering into this Agreement pursuant to which Debtor is providing Lender with additional security in consideration of loans made or to be made to it by Lender.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Liabilities (as defined in the Loan Agreement), Debtor hereby grants to Lender a security interest, as security in order to secure any and all obligations and indebtedness of Debtor described in the Loan Agreement and for collateral purposes, in and to all of Debtor's now owned or existing and hereafter acquired or arising trademarks and trademark applications, including, without limitation, those listed in Schedule A hereto, and any registrations and applications for registration thereof including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The security agreement is given to secure payment in full of all Liabilities of Debtor in accordance with the Loan Agreement.

2. Debtor covenants and warrants that:

(a) Debtor is using the Trademarks in its business, and will continue to use the Trademarks in its business;

(b) To the best of Debtor's knowledge, and except as otherwise disclosed to Lender in the Loan Agreement, each of the Trademarks is valid and enforceable and Debtor has notified Lender in writing of all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware;

(c) Except as otherwise disclosed to Lender in the Loan Agreement, Debtor is the sole and exclusive owner of the unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, collateral assignments, mortgages

or other encumbrances, including without limitation licenses and covenants by Debtor not to sue third persons; and

(d) Debtor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Debtor agrees that, until all Liabilities have been satisfied in full, it will not enter into any agreement (for example, an exclusive license agreement) which is inconsistent with Debtor's obligations under this Agreement, without Lender's prior written consent.

4. Debtor authorizes Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

5. Debtor agrees not to sell or assign its interest in the Trademarks. Debtor may grant licenses and sublicense to the Trademarks in the ordinary course of its business, provided no Default has occurred under the Loan Agreement and provided that each licensee or sublicensee agrees in writing to be bound by this Agreement as if it were a party hereto, and agrees that any interest it may have in the Trademarks will be subordinate to that of Lender.

6. If any Default shall have occurred and the Liabilities have been accelerated, and all applicable grace or cure periods provided by the Loan Agreement have expired, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Debtor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Debtor pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

7. At such time as Debtor shall satisfy in full all of the Liabilities, Lender shall execute and deliver to Debtor all instruments as may be necessary or proper to discharge the security interest granted by Debtor to Lender hereunder.

8. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Debtor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate stipulated in the Loan Agreement.

9. If Debtor shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registerable or protectable under the trademark laws of the United States of America, and which Debtor, in the exercise of its good faith judgment, decides is commercially worthy of such registration, Debtor shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. During the continuance of a Default (as defined in the Loan Agreement) and after the expiration of all applicable grace or cure periods, Lender shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Debtor shall at the request of Lender do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 10.

11. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

**WITNESS** the execution hereof under seal as of the day and year first written above.

**LITTLE LADY FOODS, INC.**

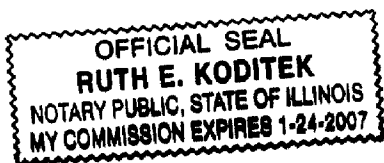
By: *John T. Geocaris*  
John T. Geocaris  
Its: President

**LASALLE BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Illinois )  
 ) SS.  
County of Cook )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 9<sup>th</sup> day of July, 2003, appeared John T. Geocaris, known to me personally, and who, being by me first duly sworn, deposes and says that he is the President of Little Lady Foods, Inc. and that the foregoing instrument (consisting of a Trademark Security Agreement) was signed on behalf of said corporation by authority of its Board of Directors and said John T. Geocaris acknowledged his signature to be his voluntary act and the voluntary act of said corporation.



Ruth E. Koditek  
Notary Public

My commission expires: 1-24-07

State of Illinois )  
 ) SS.  
County of Cook )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10<sup>th</sup> day of July, 2003, appeared Michael Whiteside known to me personally, and who, being by me first duly sworn, deposes and says that he is the Vice President of LaSalle Bank, National Association and that the foregoing instrument (consisting of a Trademark Security Agreement) was signed on behalf of said bank and said Michael Whiteside acknowledged his signature to be his voluntary act and the voluntary act of said bank.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

**WITNESS** the execution hereof under seal as of the day and year first written above.

**LITTLE LADY FOODS, INC.**

By: \_\_\_\_\_

John T. Geocaris

Its: President

**LASALLE BANK NATIONAL ASSOCIATION**

By: *Thomas J. [unclear]*

Its: *Vice President*

State of Illinois )  
 ) SS.  
County of Cook )

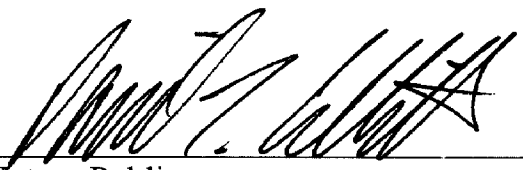
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this \_\_\_ day of July, 2003, appeared John T. Geocaris, known to me personally, and who, being by me first duly sworn, deposes and says that he is the President of Little Lady Foods, Inc. and that the foregoing instrument (consisting of a Trademark Security Agreement) was signed on behalf of said corporation by authority of its Board of Directors and said John T. Geocaris acknowledged his signature to be his voluntary act and the voluntary act of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

State of Illinois )  
 ) SS.  
County of Cook )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10<sup>th</sup> day of July, 2003, appeared Michael Whiteside known to me personally, and who, being by me first duly sworn, deposes and says that he is the Vice President of LaSalle Bank, National Association and that the foregoing instrument (consisting of a Trademark Security Agreement) was signed on behalf of said bank and said Michael Whiteside acknowledged his signature to be his voluntary act and the voluntary act of said bank.

  
\_\_\_\_\_  
Notary Public

My commission expires:

