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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):

Mizuho Corporate Bank (USA)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other bank and trust company

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

2. Name and address of receiving party(ies)

Name: CIT Lending Services Corporation

Internal Address: c/o CIT Group, Inc. Street Address: 1 CIT Drive, 3rd Floor City: Livingston State: NJ Zip: 07039

- 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: 6/30/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1869831 1852533 2576951 2110058 2290315 1727905 2222870 2680010

Additional number(s) attached Yes No

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

Return To 53803 National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200

City: State: Zip:

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41): \$ 615.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

John P. Sirico, II Name of Person Signing

Signature

8/13/03 Date

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

08/20/2003 ECDOPER 00000243 1869831

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

01 FC:8521 40.00 00 02 FC:8522 575.00 00

SCHEDULE A

MARK	REGISTRATION NUMBER
BISTRO BISCOTTI	1,869,831
CAFÉ BISCOTTI	1,852,533
CAPE COD CRANBERRY COOKIES & Design	2,576,951
CAPE COD CRANBERRY COOKIES & Design	2,110,058
NONNI'S	2,290,315
NONNI'S (Stylized)	1,727,905
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE & Design	2,222,870
BROWNSTONE BAKING CO.	2,680,010
GENOA CRISPS	2,701,213
BAKEL CHIPS	2,139,701

SCHEDULE B

MARK	REGISTRATION NUMBER
BAGEL CRISPS	1,306,252
BURNS & RICKER	1,456,716
CLASSIC TUSCANY TOAST and Design	1,484,475
CRISPINI	1,684,571
NEW YORK STYLE	1,515,619
PANETINI	2,349,093
PITA CRISPS	1,562,411
TUSCANY TOAST	1,986,965
WHEAT STALK DESIGN	1,623,858
WHEAT STALK DESIGN	1,592,608
BISCOTTI DI TOSCANA	74/419,619
BURNS & RICKER CRISPINI and Design	2,584,682
NEW YORK STYLE COFFEE BREAK	2,634,213
COFFEE BREAK	2,648,277

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, NONNI'S FOOD COMPANY, a Florida corporation ("Nonni's"), has adopted, used and is using the trademarks and/or service marks listed on the annexed Schedule A, which trademarks and/or service marks are registered or the subject of pending applications for registration in the United States Patent and Trademark Office (the "Nonni's Trademarks"); and

WHEREAS, BURNS & RICKER, INC., a Delaware corporation ("B&R" and, collectively with Nonni's, the "Trademark Owners"), has adopted, used and is using the trademarks and/or service marks listed on the annexed Schedule B, which trademarks and/or service marks are registered or the subject of pending applications for registration in the United States Patent and Trademark Office (the "B&R Trademarks" and, together with the Nonni's Trademarks, the "Trademarks"); and

WHEREAS, Trademark Owners are obligated to Mizuho Corporate Bank (USA) (as successor by merger with The Industrial Bank of Japan Trust Company (as successor by merger to IBJ Whitehall Bank & Trust Company ("IBJ"))) ("Secured Party") and have entered into a security agreement with IBJ dated January 17, 2001, as amended (the "Security Agreement"); and

WHEREAS, Secured Party was appointed as administrative agent for itself and other lenders pursuant to that certain Credit Agreement dated as of January 17, 2001, as amended by Amendment No. 1 thereto, dated as of December 14, 2001, Amendment No. 2 thereto, dated as of January 3, 2002, Amendment No. 3 thereto, dated July 31, 2002, and Amendment No. 4 thereto, dated as of August 2, 2002, each by and among Nonni's as Borrower, B&R, as Guarantor, the Lenders listed therein (the "Lenders"), CIT Lending Services Corporation ("CIT"), a Delaware corporation, as Documentation Agent, and IBJ, as Administrative Agent (as so amended the "IBJ Credit Agreement");

WHEREAS, pursuant to an Agreement of Resignation, Appointment and Acceptance dated August 2, 2002, Secured Party has resigned as Administrative Agent under the IBJ Credit Agreement and CIT ("Assignee") has been appointed as successor Administrative Agent under the IBJ Credit Agreement; and

WHEREAS, Nonni's as Borrower, B&R, as Guarantor, the Lenders and Assignee as Administrative Agent and Documentation Agent have entered into Amendments Nos. 5 and 6 to the Credit Agreement, dated as of November 19, 2002 and March 21, 2003, respectively (as so amended, the "Credit Agreement"); and

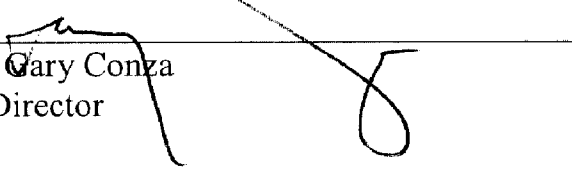
WHEREAS, Secured Party wishes to assign all of its interest in the Trademarks to Assignee;

NOW THEREFORE, for good and valuable consideration, and subject to the terms of the Credit Agreement and the Security Agreement, Secured Party hereby assigns to Assignee all of Secured Party's security interest in, and mortgage on, all right, title and interest in and to the Trademarks, together with Secured Party's interest in the goodwill of the Trademark Owners' business connected with the use of and symbolized by the Trademarks, and all proceeds thereof, including without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof, to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, Secured Party has caused this Assignment of Security Interest to be duly executed by its officer thereunto duly authorized as of the 30th day of June, 2003.

MIZUHO CORPORATE BANK (USA)


Name: Gary Conza
Title: Director