

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Request for Correction of Reel/Frame 1593/0143 - Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zartic, Inc.		05/28/1997	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	BankBoston, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	767262	H HI-BRAND

CORRESPONDENCE DATA

Fax Number: (202)408-4400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202 408 4000

Email: docketing@finnegan.com

Correspondent Name: B. Brett Heavner

Address Line 1: 1300 I Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

06701.0039

NAME OF SUBMITTER:

B. Brett Heavner

Total Attachments: 5

source=0003875#page1.tif

source=0003875#page2.tif

source=0003875#page3.tif

source=0003875#page4.tif

source=0003875#page5.tif

TRADEMARK

900006411

REEL: 002815 FRAME: 0127

OP \$40.00 767262

FORM PTO-1584
(Rev. 4-93)

OMB No. 0651-0011 (exp. 4/94)

Tab settings

R

06-16-1997



3 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

-Y 481-40-00 767262

To the Honorable Commissioner of

100436833

attached original documents or copy thereof.

1. Name of conveying party(ies):

Zartic, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Georgia
☐ Other

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

3. Nature of conveyance:

- ☒ Assignment - see attached ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: May 28, 1997

2. Name and address of receiving party(ies)

Name: BankBoston, N. A.

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- ☐ Individual(s) citizenship
☒ Association - a national banking association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

If assignee is not domiciled in the United States, an alternate 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

767262 (Serial #72-168487)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Judy Azzolesi

Internal Address: Hunton & Williams

NationsBank Plaza, Suite 4100

Street Address: 600 Peachtree Street

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- ☒ 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.

Judy Azzolesi

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box 5
 Washington, D.C. 20231

TRADEMARK
 REEL: 1593 FRAME: 0143

TRADEMARK
 REEL: 002815 FRAME: 0128

[EXECUTION COPY]**ASSIGNMENT FOR SECURITY
(Trademarks)**

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Zartic, Inc., a Georgia corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on Schedule A (the "Trademarks"), and

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of May 28, 1997 (such Loan Agreement as amended prior to the date hereof and as it may be otherwise amended, modified or supplemented from time to time, the "Loan Agreement"), between the Assignor and BankBoston, N.A. (the "Lender"), pursuant to which the Lender has made or proposes to make certain loans to the Assignor, and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Lender, and to grant to the Lender, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

(i) the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

(ii) all proceeds thereof, including, but not limited to, any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Lender, and grants to the Lender, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

atbb:\bkboston\zartic\secagt.txt

TRADEMARK
REEL: 1593 FRAME: 0144

TRADEMARK
REEL: 002815 FRAME: 0129

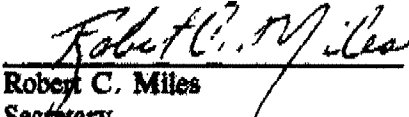
The Assignor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of May 28, 1997.

ZARTIC, INC.

[CORPORATE SEAL]

Attest:


Robert C. Miles
Secretary

By:


Jackson B. Harris
Chief Operating Officer

atbb:\bkboston\zartic\secagr.tm

2

TRADEMARK
REEL: 1593 FRAME: 0145

TRADEMARK
REEL: 002815 FRAME: 0130

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 25th day of May, 1997, before me personally came Jackson B. Harris, to me know, who, being duly sworn, did depose and say that he is COO of Zartec, Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.


Notary Public

(SEAL)

My Commission Expires Notary Public, Cobb County, Georgia
My Commission Expires April 26, 1998

atbb:\bkboston\zartec\secagt.m

3

TRADEMARK
REEL: 1593 FRAME: 0146

TRADEMARK
REEL: 002815 FRAME: 0131

SCHEDULE A**Registered Trademarks:**

MARK	SERIAL/REG. NUMBER	MARK	SERIAL/REG. NUMBER
Chic-N-Vittles	Reg. # 1545900 Ser. # 73-703237	Circle Z Burger	Pending - initialized Ser. # 75-243649
Crispy Steak	Reg. # 1393615 Ser. # 73-497636	Fryz	Reg. # 1883072 Ser. # 74-412548
Heavenly Wings	Pending - initialized Ser. # 75-240005	Henderson's Portion Pak	Reg. # 801032 Ser. # 72-202079
Hi-Brand H Hi-Brand	Reg. # 805677 Ser. # 72-191841 Assignee: Zartic Owner: Sara Lee Corp. Reg. # 767262 Ser. # 72-168487 Assignee: Zartic Owner: Consolidated Foods Corp.	Honey Hugged	Pending - initialized Ser. # 75-243648
Ranchmen's	Reg. # 1154968 Ser. # 73-178225	Shurtenda	Reg. # 847940 Ser. # 72-190291
Wing Demons	Pending - initialized Ser. # 75-243661	Z-Bird	Pending - initialized Ser. # 75-243660
Zartic	Pending - initialized Ser. # 75-243028	Zritoz	Pending Ser. # 74-660068
Zartic (words and design)*	Reg. # 875265 Ser. # 72-302445		

*mark previously registered using script and lower case letters

TRADEMARK
REEL: 1593 FRAME: 0147