



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

RI 102565144

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): Vita Food Products, Inc. Vita Specialty Foods, Inc. Virginia Honey Company, Inc. The Halifax Group, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/05/2003

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association Internal Address:

Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association National Banking 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) 75/362,186 75478457

B. Trademark Registration No.(s) 2,061,939 2,286,297

Additional number(s) attached Yes No

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

Name: Joel S. Dalinka, Esq.

Internal Address:

Street Address: 55 E. Monroe, 40th Floor

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365

- 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.

Joel S. Dalinka Name of Person Signing

Signature

09/18/03 Date

Total number of pages including cover sheet, attachments, and document: 9

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

**CONTINUATION OF ITEM 4 B.**

1,087,024

2,041,165

2221834

2342293

1968298

2007671

2,060,688

1,792,774

2,003,747

2,094,984

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made as of the 5<sup>th</sup> day of September, 2003, by VITA FOOD PRODUCTS, INC., a Nevada corporation ("Vita Food"), VIRGINIA HONEY COMPANY, INC., a Virginia corporation ("Virginia Honey"), THE HALIFAX GROUP, INC., a Georgia corporation ("Halifax"), and VITA SPECIALTY FOODS, INC., a Delaware corporation ("Specialty Foods") (Vita Food, Virginia Honey, Halifax and Specialty Foods are individually a "Borrower" and collectively the "Borrowers"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, with its principal address located at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender"):

### WITNESSETH

WHEREAS, Borrowers and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, renewed, restated or otherwise modified from time to time, the "Loan Agreement") and "Other Agreements" (as defined in the Loan Agreement) (the Other Agreements, together with the Loan Agreement are collectively the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers, and (ii) for the grant by Borrowers to Lender of a security interest in certain of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities and the Covenants, Borrowers hereby grant to Lender a continuing security interest in each Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); (b) rights corresponding to any of the foregoing throughout the world; and (c) the goodwill of each Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by such Borrower not to sue third persons;

(iii) Such Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrowers agree that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrowers shall not, without the prior written consent of Lender, sell or assign their respective interests in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Borrower represents and warrants that, based upon a diligent investigation by such Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Borrower. If, before the Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, a Borrower shall (i) become aware of any existing Trademarks of which such Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Lender prompt written notice thereof. Each Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Borrowers agree that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrowers.

7. Product Quality. Borrowers agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. During the continuance of an Event of Default, Borrowers agree that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Liabilities.

10. Duties of Borrowers. Each Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by Borrowers.

11. Lender's Right to Sue. During the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrowers 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 Financing Agreements 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.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power to, during the continuance of such Event of Default, (i) endorse Borrowers' name or names on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois, as may be amended from time to time.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of each Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. References to Borrowers. All references to Borrowers shall mean Vita Food, Virginia Honey, Halifax and Specialty Foods, both individually and collectively, and jointly and severally, and all representations, warranties, duties, covenants, agreements and obligations of Borrowers shall be the individual and collective representations, warranties, duties, covenants, agreements and obligations of each of Vita Food, Virginia Honey, Halifax and Specialty Foods, and the breach or default thereof shall give rise to joint and several liability to Vita Food, Virginia Honey, Halifax and Specialty Foods.

IN WITNESS WHEREOF, each Borrower has duly executed this Security Agreement as of the date first written above.

VITA FOOD PRODUCTS, INC.,  
a Nevada corporation

By: [Signature]  
Name: Stephen Rubio  
Title: Pres.

VIRGINIA HONEY COMPANY, INC.,  
a Virginia corporation

By: [Signature]  
Name: TERRY W. HESS  
Title: CHAIRMAN President

THE HALIFAX GROUP, INC.,  
a Georgia corporation

By: [Signature]  
Name: TERRY W. HESS  
Title: CHAIRMAN

VITA SPECIALTY FOODS, INC.,  
a Delaware corporation

By: [Signature]  
Name: TERRY W. HESS  
Title: CHAIRMAN

Agreed and Accepted as of the Date  
First Written Above

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By: [Signature]  
Name: Chris O'Hara  
Title: SVP

SCHEDULE A

I. VITA FOOD PRODUCTS, INC.

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>Registration Date</u>
The Burger Without the Beef	2,061,939	74/642,986	May 13, 1997
Salmon Slamer	2,286,297	75/363,506	October 12, 1999
VITA	1,087,024	74/120,248	March 7, 1978
Vita Lean	2,041,165	74/640,489	February 29, 1997

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Applied</u>
Gleneagles	75/362,186	December 1, 1999

II. VIRGINIA HONEY COMPANY, INC.

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>Registration Date</u>
	2221834	75466957	February 2, 1999
Killer Bee	2342293	75466956	April 18, 2000
Virginia Brand	1968298	75659438	April 16, 1996
Virginia Brand	2007671	74659437	October 15, 1996

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Date Applied</u>
Texas Brand	75478457	May 4, 1998



III. THE HALIFAX GROUP, INC.

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>Registration Date</u>
Scorned Woman	2,060,688	75-030,643	5/13/97
Oak Hill Farms	1,792,774	74-304,025	9/14/93
Southern Sensations	2,003,747 and 2,094,984	75-975,178 75-159,307	9/24/96 9/9/97

Registered Trade Names with Georgia Secretary of State

Signature Foods\*  
 Vidalia Treasures\*  
 Simply Sinful Sauces\*  
 Fenn's Famous Foods\*  
 Callahan's Gourmet\*  
 Oak Hill Farms  
 Southern Sensations  
 Scorned Woman

\*Also used as trademarks, but not registered with the USPTO

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		

IV. VITA SPECIALTY FOODS, INC.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
None		

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		