

1/7/04

OFFICE OF THE
2004
RECORDATION FORM
TRADEMARK

01-09-2004

DEPARTMENT OF COMMERCE
Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



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FINANCE SECTION ▼

To the Honorable Commissioner of Patents and Trademarks: Please

original documents or copy thereof.

1. Name of conveying party(ies):
SBA Acquisitions, Inc.
Specialty Brands of America, Inc.

2004 JAN -7 10:11:04
FINANCE SECTION

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: December 30, 2003

2. Name and address of receiving party(ies):
Name: American Capital Financial Services, Inc. as agent

Internal
Address: c/o American Capital Strategies, Ltd.
2 Bethesda Metro Center, 14th
Street Address: Floor

City: Bethesda State: MD Zip: 20814

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 0200061, 0206118, 0722057, 0740285, 0831170, 1473400, 1493391, 1507410, 1665516, 1726020, 1847810, 1852510, 1852524, 2205836, 2229064, 1843100

Additional number(s) attached Yes No

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

Name: Jamie Eisner, Esq.

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio Phyllis Eremitaggio January 7, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

01/12/2004 LWELLER 00000231 230800 0200061

01 FC:8521 40.00 DA
02 FC:8522 375.00 DA

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2003 by SBA Acquisitions, Inc., a Delaware corporation ("Parent"), and Specialty Brands of America, Inc., a Massachusetts corporation ("Subcorp," and together with Parent, each, a "Grantor," and collectively, the "Grantors") in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Purchasers (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of the date hereof as the same may be amended, restated, supplemented or otherwise modified from time to time, (the "Purchase Agreement") among the Grantors, the Purchasers party thereto and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to purchase certain Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Trademark Collateral Each Grantor, as collateral security for the full, prompt and complete payment and

performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of such Grantor, hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Agent for the benefit of the Purchasers, a continuing first priority lien on and security interest in, all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

SECTION 3. **Conditional Assignment of Trademarks.** (a) In addition, each Grantor hereby authorizes the Agent to complete as assignee, execute pursuant to the power of attorney, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any State or Territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Marks"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under the Security Agreement and this Trademark Security Agreement.

(b) In addition to, and not by way of limitation of, the grant of a security interest in the Trademark Collateral provided in Section 2, as collateral security for the complete and timely payment, performance and satisfaction of the Obligations, each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Agent, on behalf of itself and the Agent, its entire right, title and interest in, to and under the Trademark Collateral; provided, however, that such assignment, conveyance, mortgage, pledge, hypothecation, transfer and grant shall be and become of force and effect, with respect to any item of the Trademark Collateral, only: (i) upon or after the occurrence or during the continuance of an Event of Default; and (ii) either (A) upon the written demand of the Agent at any time during such continuance, or (B) immediately and automatically, without any notice or action of any kind by the Agent, upon the sale or other disposition of such item of the Trademark Collateral by Agent pursuant to Article 9 of the UCC (including the transfer or other disposition of such item by such Grantor to the Agent in lieu of foreclosure).

(c) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Security Agreement and this Trademark Security Agreement, the Grantors shall be permitted to

remain in full possession, enjoyment and control of all of their right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto. Until such event, all of the goodwill embodied in and associated with such Trademark Collateral shall inure to the benefit of each Grantor.

SECTION 4. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding but subject to Section 3, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses, and shall hold the Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Agent's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

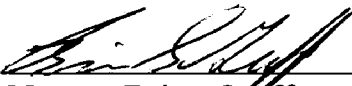
SECTION 5. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

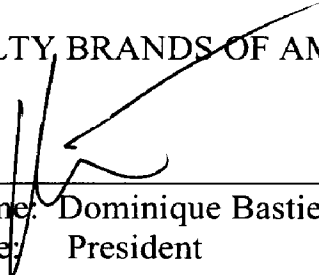
[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

SBA ACQUISITIONS, INC.


By: 
Name: Brian Graff
Title: Authorized Signatory

SPECIALTY BRANDS OF AMERICA,
INC.

By: 
Name: Dominique Bastien
Title: President

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Agent

By: 
Name: Brian Graff
Title: Vice President

SCHEDULE I

SCHEDULE OF TRADEMARKS

Mark

Reg. No.

United States

Trenton	200061
O.T.C	206118
Dixie Fry	722057
Cary's	740285
Cary's	831170
Cary's	1473400
Eclipse	1493391
The Original Trenton Cracker Co. O.T.C. Since 1948 (Design)	1507410
100% Pure	1665516
100% Pure(Design)	1726020
Spring Tree	1847810
Canoleo	1852510
New York Flatbreads	1852524
Albero	2205836
Spring Tree	2229064
Northern Nectar	1843100
MacDonald's	(Common Law)

Canada

Canoleo (Design)	448875
Dixie Fry	383284
Pride of Canada	270808
Spring Tree	558022
Woodland Scene Design	023825

SCHEDULE OF LICENSES

License Agreement between Specialty Brands of America, Inc. and Portion Pac, Inc., dated July 7, 1998 and amended as of February 25, 2003.

EXHIBIT A

ASSIGNMENT OF MARKS

WHEREAS, SBA Acquisitions, Inc. and Specialty Brands of America, Inc. (the "Assignors") have adopted and used and are using the trademarks identified on Schedule A hereto as indicated therein (the "Marks"), and are the owners of the registrations and pending registration applications for such Marks in the [United States Patent and Trademark Office] identified on such Schedule as indicated therein; and

WHEREAS, American Capital Financial Services, Inc. (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignors do hereby assign, sell and transfer unto the Assignee all of their right, title and interest in and to the Marks, together with (a) the registrations of and pending registration applications for such Marks, (b) the goodwill of the business symbolized by and associated with such Marks and the registrations and pending registration applications thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to such Marks, the registrations or pending registration applications thereof, or such associated goodwill.

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Assigned Trademark.

This Assignment of Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Marks below.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Marks to be executed and delivered by its duly authorized officer as of the date first set forth above.

SBA ACQUISITIONS, INC.

By: _____
Name: Brian Graff
Title: Authorized Signatory

SPECIALTY BRANDS OF AMERICA,
INC.

By: _____
Name: Dominique Bastien
Title: President

AMERICAN CAPITAL FINANCIAL
SERVICES, INC. (ASSIGNEE)

By: _____
Name: Brian Graff
Title: Vice President

SCHEDULE A
to
ASSIGNMENT OF MARKS

[to be completed at time of assignment]