

1-22-04



Tab settings

To the Honorable Commissioner of Patent

102651113

original documents or copy thereof.

1. Name of conveying party(ies):

Kronos Products, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

Execution Date: January 8, 2004

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

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

Street Address: 111 West Monroe Street

City: Chicago State: Illinois ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Illinois banking
- 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 patent number(s):

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

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DO NOT USE THIS SPACE

01 FC:0521 40.00 DP  
02 FC:0522 000.00 DP

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Andrea Serdiuk

Signature

January 13, 2004

Date

7

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

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

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**KRONOS TRADEMARKS**

NAME OF MARK	REGISTRATION NUMBER	REGISTRATION DATE
Central Gyros	2,066,899	6/3/97
Central Gyros (And Design)	2,708,861	4/22/03
Deli Kronos Authentic Gyros and Design	2,634,701	10/15/02
Gyrokone	1,074,685	10/4/77
Gyrokone Design	1,519,986	1/10/89
Gyros E-Z	2,133,385	1/27/98
Imagine the Pitabilities	2,206,178	11/24/98
Kronomatic	1,080,906	1/3/78
Kronos-Central (International)	<del>P186745</del>	<del>2/9/96</del>
Kronos-Gyros	2,066,896	6/3/97
Kronos Gyros and Design	2,738,331	7/15/03
Kronos Kitchens	2,066,921	6/3/97
Kronos Pita Bakery Authentic Pita and Design	2,591,331	7/9/02
Kronos Pita Bakery Perfect Pita and Design	2,609,513	8/20/02
Mediterranean Terrace (Stylized)	2,587,873	7/2/02
Pita Stuffs	2,071,613	6/17/97
Signature Stations (Stylized)	2,757,238	8/26/03
Titan Gyros and Design	2,704,133	4/8/03

NAME OF MARK	REGISTRATION NUMBER	REGISTRATION DATE
Village Pita	2,069,256	6/10/97
Windy City	2,075,412	7/1/97
Central Gyros	2,066,899	6/3/97
Central Gyros (And Design)	2,708,861	4/22/03
Gyrokone	1,074,685	10/4/77
Gyros E-Z	2,133,385	1/27/98
Imagine the Pitabilities	2,206,178	11/24/98
Kronomatic	1,080,906	1/3/78
Kronos-Central (International)	<del>P186745</del>	<del>2/9/96</del>
Kronos-Gyros	2,066,896	6/3/97

KRONOS TRADEMARK APPLICATIONS AND OTHER PENDING TRADEMARK PROPERTY

NAME OF MARK	APPLICATION NUMBER	APPLICATION DATE
Fillo Classics	78/243,489	4/29/03
Fillo Classics (And Design)	78/243,487	4/29/03
Greek Odyssey Café	78/311,007	10/08/03
Greek Odyssey Café (Stylized)	78/310,980	10/08/03
Kronos Express (And Design)	N/A	Not Yet Filed
Mediterranean Café (And Design)	76/368,486	2/7/02
Mediterranean Chef (And Design)	N/A	Not Yet Filed
Socrates Express (And Design)	76/368,991	2/7/02

NAME OF MARK	APPLICATION NUMBER	APPLICATION DATE
Socrates Grill (And Design)	76/287,308	7/18/01
Spartans Gyros (And Design)	N/A	Not Yet Filed

## TRADEMARK COLLATERAL AGREEMENT

This 8<sup>th</sup> day of January, 2004, Kronos Products, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 4501 West District Boulevard, Chicago, Illinois 60632, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

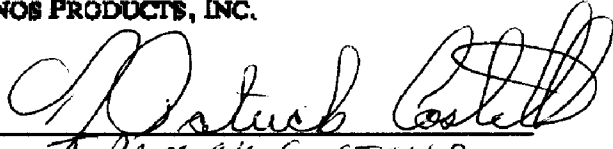
to secure performance of all Obligations of Debtor and Central Foodservice Co., an Illinois corporation as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (such Security Agreement, as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS PRODUCTS, INC.

By   
Name T. PATRICK COSTELLO  
Title SENIOR VICEPRESIDENT / SECRETARY

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS PRODUCTS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

HARRIS TRUST AND SAVINGS BANK

By Jean R. Eli  
Name Jean R. Eli  
Title Vice President