

Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Nancy's Specialty Foods</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>California</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Harris Trust and Savings Bank, as Agent</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 30, 2004</u></p>	

<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No.(s) See attached list</p>	<p>B. Trademark Registration No.(s) See attached list</p>
<p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State <u>IL</u> ZIP: <u>60603</u></p>	<p>6. Total number of applications and trademarks involved: 27</p> <p>7. Total fee (37 CFR 3.41)\$ <u>690.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1592500</u></p>
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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.

Jane S. Berman, Reg. No. 43,494 [Signature] July 30, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$690.00 500305 78184812

4. Application numbers or trademark numbers:

A. Trademark Application Nos.

78/184,812
78/374,998
78/227,993
78/251,702
78/374,047
78/254,880

B. Trademark Nos.

1,801,641
2,826,442
1,586,989
1,797,216
2,823,477
2,565,414
2,573,401
1,995,290
1,502,380
1,941,929
2,416,552
2,832,014
2,832,105
2,005,899
2,366,203
2,221,217
2,023,322
1,757,072
1,186,044
1,592,609
2,776,101

TRADEMARK COLLATERAL AGREEMENT

This 30th day of July, 2004, NANCY'S SPECIALTY FOODS, a California corporation ("*Debtor*"), with its principal place of business and mailing address at 6500 Overlake Place, Newark, California 94560, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) 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 or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;


to secure performance of all of the Secured Obligations as defined in that certain Security Agreement bearing even date herewith between the Debtor, certain Subsidiaries of the Debtor, and the Agent (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 Agent 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 Agent on such Intent-To-Use Application as collateral security for the Secured 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 Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

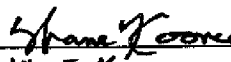
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NANCY'S SPECIALTY FOODS

By 
Name Adam S Ferris
Title CEO

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name: SHANE KOONCE
Title: VICE PRESIDENT

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

PENDING OR REGISTERED TRADEMARKS

TRADEMARKS

TRADEMARK	REGISTRATION OR FILING NUMBER	STATUS	OWNER
Calzini	1801641	Registered	Nancy's Specialty Foods
Champagne Collection	2826442	Registered	Nancy's Specialty Foods
Classic French	1586989	Registered	Nancy's Specialty Foods
Crust Cuisine & Design	1797216	Registered	Nancy's Specialty Foods
Deli Quiche & Design	2823477	Registered	Nancy's Specialty Foods
Florentine	2565414	Registered	Nancy's Specialty Foods
Great to Go ⁽¹⁾	78184812	Allowed for use	Nancy's Specialty Foods
Kettle-Rich	2573401	Registered	Nancy's Specialty Foods
Morning Express	78374998	Pending	Nancy's Specialty Foods
Nancy's	1995290	Registered	Nancy's Specialty Foods
Nancy's & Design	1502380	Registered	Nancy's Specialty Foods
Nancy's	1941929	Registered	Nancy's Specialty Foods
Nancy's & Flag Logo ⁽²⁾	78227993	Published	Nancy's Specialty Foods
Nancy's Baguette Bites	2416552	Registered	Nancy's Specialty Foods
Nancy's Deli Spirals	2832014	Registered	Nancy's Specialty Foods
Nancy's Deli Spirals & Design	2832105	Registered	Nancy's Specialty Foods
Nancy's Gourmet Appetizers	2005899	Registered	Nancy's Specialty Foods
Nancy's Great Entertainers	2366203	Registered	Nancy's Specialty Foods
Nancy's Party Spirals & Design	2221217	Registered	Nancy's Specialty Foods
Nancy's Petite Desserts & Design	2023322	Registered	Nancy's Specialty Foods
Nancy's Petite Quiche	1757072	Registered	Nancy's Specialty Foods
Nancy's Petite Soufflés	78251702	Allowed for Registration	Nancy's Specialty Foods
Nancy's Quiche	1186044	Registered	Nancy's Specialty Foods
Party Spirals	78374047	Pending	Nancy's Specialty Foods
Petite Soufflés	78254880	Pending	Nancy's Specialty Foods

TRADEMARK	REGISTRATION OR FILING NUMBER	STATUS	OWNER
Quiche Monterey	1592609	Registered	Nancy's Specialty Foods
Snappetizer!	2776101	Registered	Nancy's Specialty Foods

- (1) Intent to use application has been allowed for registration upon proof of use of the mark
- (2) Application is pending

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None