

05-11-2004

FORM PTO-1594
Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION
TRAC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102741016

Tab settings

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

1. Name of conveying party(ies):

HI-TEK RATIONS, INC.

S.G.04

- 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
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving party(ies)

Name: Bank of Dudley

Internal Address:

Street Address: 200 W Jackson Street

City: Dublin State: GA ZIP: 31030

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

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)

B. Trademark Registration No.(s)

2,571,656

Additional numbers attached? Yes No

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

Name: William Terry Pickren

Internal Address:

Lawson, Davis, Pickren & Seydel

285 Peachtree Center Ave, Suite 2500

Street Address:

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 7

7. Total fees (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.

HI-TEK RATIONS, INC.

BY: JOHN LEONARD POWELL, JR., President

Name of Person Signing

John Leonard Powell, Jr.
Signature

5-4-03

Date

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

05/10/2004 MBETACHE 00000072 2571656

01 FC:8521

40.00 DP

TRADEMARK

REEL: 002965 FRAME: 0295

TRADEMARK AND TRADE NAME COLLATERAL ASSIGNMENT
(SECURITY DOCUMENT)

WHEREAS, HI-TEK RATIONS, INC., a Georgia corporation, with its chief executive office at 2004 Waldrep Industrial Boulevard, Dublin, Georgia 31021 (hereinafter referred to as "Assignor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Assignor and BANK OF DUDLEY, having a business address of 200 W. Jackson Street, Dublin, Georgia 31040 (hereinafter referred to as "Assignee"), have entered into a Loan Agreement (herein referred to as the "Loan Agreement") of even date herewith, by which Assignee has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey to Assignee all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names and has the full authority to make this assignment;

(b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrance;

(c) that the validity of the trademarks and trade names has never been questioned; and

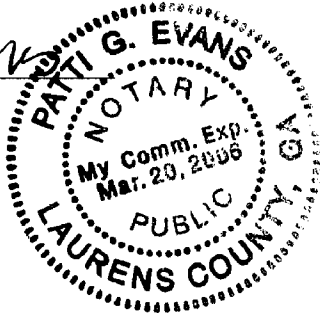
(d) that the trademarks and trade names and all rights comprised in the trademarks and trade names shall not be licensed or assigned in any manner without prior permission from Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Trade Name Collateral Assignment as of this 3rd day of May, 2004.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Patti G. Evans
Notary Public



HI-TEK RATIONS, INC.,
A Georgia Corporation

BY: John Leonard Powell Jr. (L.S.)
JOHN LEONARD POWELL, JR.

TITLE: President

ATTEST: Eleanor S. Powell (L.S.)
ELEANOR S. POWELL

TITLE: Secretary

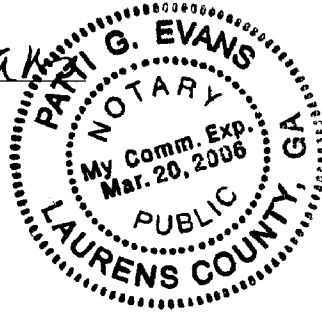
[CORPORATE SEAL]

ACCEPTED in Dublin, Georgia, as of the date hereof.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Patti G. Evans
Notary Public



BANK OF DUDLEY

BY: [Signature] (L.S.)

TITLE: President

EXHIBIT "A"

Trademarks

Trademark/Service mark/Mark

Registration No.

TOMBOY

2,571,656

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, SERVICEMARKS OR MARKS, TRADEMARK, SERVICEMARK OR MARK REGISTRATIONS, TRADEMARK, SERVICE MARK OR MARK APPLICATIONS AND TRADEMARK, SERVICE MARK OR MARK LICENSES)

HI-TEK RATIONS, INC., a Georgia corporation (the "Grantor"), owns the Trademarks, Servicemarks or Marks Licenses, Trademark, Servicemark or Mark Registrations and Trademark, Servicemark or Mark Applications listed on Schedule 1 annexed hereto;

HI-TEK RATIONS, INC. and BANK OF DUDLEY have entered into that certain Loan Agreement of even date herein ("Loan Agreement");

Pursuant to the terms of that certain Security Agreement of even date hereof, (the "Security Agreement"), between the Grantor and BANK OF DUDLEY (together with its successors and assigns, the "Grantee"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantors in, to and under all the Grantor's Trademarks, Servicemarks and Marks, Trademark, Servicemarks and Mark Registrations, Trademark, Servicemark or Mark Applications and Trademark, Servicemark, or Mark License (collectively, the "Trademark Collateral"), together with any reissues, extensions, or renewals thereof, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademark Collateral and the applications therefor and the registrations thereof, and all products and proceeds thereof, including any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, as more fully set forth in the Security Agreement to Grantee a continuing security interest in the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all Trademark, Service Mark or Mark License, Trademark, Servicemark and Mark, registration, and Trademark, Servicemark or Mark application, including each Trademark, Servicemark or Mark License, each Trademark, Servicemark or Mark registration, and each Trademark Servicemark or Mark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Servicemark or Mark License, Trademark, Servicemark or Mark registration, and each Trademark, Servicemark or Mark application;
- (ii) all products and proceeds of the foregoing Trademark Collateral, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark Collateral referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Trademark Collateral.

These security interests are granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, all of the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

This Agreement is intended to secure the Loan Obligations on the terms and conditions stated herein.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 3rd day of May, 2004.

GRANTOR:

HI-TEK RATIONS, INC.,
A Georgia Corporation

BY: John Leonard Powell Jr (L.S.)
JOHN LEONARD POWELL, JR.

TITLE: President

ATTEST: Eleanor S. Powell (L.S.)
ELEANOR S. POWELL

TITLE: Secretary

[CORPORATE SEAL]

Acknowledged and Agreed to by
Grantee as of May 3, 2004

BANK OF DUDLEY

BY: H. E. W., Pres.

TITLE: Pres. / CEO.

**SCHEDULE 1 TO
TRADEMARK, SERVICEMARK AND MARK
SECURITY AGREEMENT TRADEMARKS,
SERVICEMARKS OR MARKS
OWNED OR USED BY
HI-TEK RATIONS, INC.**

Trademark/Servicemark/Mark

Registration No.

TOMBOY

2,571,656