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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): Harvest Meat Company, Inc.; Western Boxed Meats Distributors, Inc.; Sand Dollar Holdings, Inc.; AAS Holding Co & Cascade Food
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other DE; OR; DE; OR & OR
Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal
Address:
Street Address: 2 North Lake Avenue, Suite 440
City: Pasadena State: CA Zip: 91101
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State Pennsylvania
[ ] 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

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other Amendment to IP Security Agreement
Execution Date: 09/30/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,282,690
Additional number(s) attached [ ] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address: Penelope Agodoa
Street Address: 1030 15th Street, NW, Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[ ] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:
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9. Signature.
Robin C. Dunn
Name of Person Signing
Signature: Robin C. Dunn
Date: August 9, 2004
Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 003024 FRAME: 0226

**AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of September 30, 2003 (the "Amendment") is entered into between, on the one hand, PNC Bank, National Association ("PNC"), as Agent, and, on the other hand, Harvest Meat Company, Inc., Western Boxed Meats Distributors, Inc., Sand Dollar Holdings, Inc., AAS Holding Co, Inc., and Cascade Food Brokers, Inc. (individually and collectively, "Grantor", with respect to that certain Intellectual Property Security Agreement, dated as of September 7, 2001, between Transamerica Business Capital Corporation ("TBCC"), as Agent, and Grantor (the "IP Security Agreement"), which was recorded with the U.S. Patent and Trademark Office on October 15, 2001 at Reel 002388, Frame 0513 (relative to Trademarks and other Intellectual Property Collateral). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the IP Agreement, which by this reference is incorporated herein.

Effective September 30, 2003 (the "Effective Date"), TBCC has been replaced by PNC as the "Agent" under and in respect of (I) that certain Loan and Security Agreement, dated as of September 7, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among Harvest Meat Company, Inc., Western Boxed Meats Distributors, Inc., Sand Dollar Holdings, Inc., the financial institutions from time to time party thereto, and TBCC, as agent for such financial institutions ("Agent"), (II) the other "Loan Documents" related thereto (including without limitation the IP Security Agreement), (III) the "Obligations" (as defined in the Loan Agreement), and (IV) the "Collateral" (as defined in the Loan Agreement). As of the Effective Date, PNC, in its capacity as the successor Agent for such financial institutions ("New Agent"), has succeeded to and become vested with all rights, powers, privileges and duties of TBCC, as Agent for such financial institutions ("Old Agent"), under the Loan Agreement and the other Loan Documents, including without limitation all rights, powers, privileges and duties of Old Agent under the IP Security Agreement.

Accordingly, Grantor and New Agent hereby amend the IP Security Agreement to reflect the preceding paragraph. Without limiting the generality of the foregoing, all references in the IP Security Agreement to "Agent" or words of like import referring to Old Agent shall instead mean and refer to New Agent from and after the Effective Date.

Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Intellectual Property Collateral prior to the effectiveness of this Amendment, which security interests Grantor hereby acknowledges to have been transferred by Old Agent to New Agent as of the Effective Date; (b) grants, assigns, transfers, and conveys to New Agent continuing security interests in all of the Grantor's right, title, and interest in, to, and under the Intellectual Property Collateral; and (c) agrees that the IP Security Agreement as amended hereby is and shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

<p>Agent:</p> <p>PNC BANK, NATIONAL ASSOCIATION, as Agent</p> <p>By: <u><i>Gregory J Hall</i></u> Title: <u><i>Vice President</i></u></p>	<p>Grantor:</p> <p>HARVEST MEAT COMPANY, INC.</p> <p>By: <u><i>Emi Doran</i></u> Title: <u><i>Chief Financial Officer</i></u></p>
<p>Grantor:</p> <p>WESTERN BOXED MEATS DISTRIBUTORS, INC.</p> <p>By: <u><i>J. J. Leo</i></u> Title: <u><i>CEO</i></u></p>	<p>Grantor:</p> <p>SAND DOLLAR HOLDINGS, INC.</p> <p>By: <u><i>J. J. Leo</i></u> Title: <u><i>CEO</i></u></p>
<p>Grantor:</p> <p>AAS HOLDING CO, INC.</p> <p>By: <u><i>Emi Doran</i></u> Title: <u><i>Chief Financial Officer</i></u></p>	<p>Grantor:</p> <p>CASCADE FOOD BROKERS, INC.</p> <p>By: <u><i>Emi Doran</i></u> Title: <u><i>Chief Financial Officer</i></u></p>

TrademarksU.S. TRADEMARK REGISTRATIONS

MARK	NO.	ISSUE DATE	EXPIRATION/ RENEWAL DATE
Iowa Gold	1,282,690	6/19/94	6/19/04

FOREIGN TRADEMARK REGISTRATIONS

None.