

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hickory Farms, Inc.		06/30/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	601 Second Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-4302
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2723396	ALMOND PLAZA
Registration Number:	2751106	BIG BARN CHEDDAR
Serial Number:	78635253	CROWN COMICE
Serial Number:	78634620	FRUIT FOR ALL SEASONS
Registration Number:	2946428	FUEL FOR THE RACE FAN
Registration Number:	2764977	HONEYGOLD
Registration Number:	2815450	MAKE IT HICKORY FARMS SPECIAL
Registration Number:	1217713	MISSION JACK
Registration Number:	2399976	SOMETHING TO CELEBRATE
Registration Number:	2614393	TASTEFUL REWARDS
Serial Number:	78635267	THE CROWN PRINCE
Serial Number:	78421981	TURKEY STICK
Registration Number:	2813742	YOUR INSTANT GIFT LIST

CORRESPONDENCE DATA

900029602

**TRADEMARK
 REEL: 003135 FRAME: 0050**

CH \$340.00 2723396

Fax Number: (202)467-8900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-467-8810
Email: cmamron@vssp.com, behogue@vssp.com
Correspondent Name: Cory M. Amron
Address Line 1: 1828 L Street, NW
Address Line 2: 11th Floor
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Cory M. Amron
Signature:	/cory m amron/
Date:	08/04/2005

Total Attachments: 12

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of June 30, 2000, is by and between HICKORY FARMS, INC., a Delaware corporation (the "Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent for the banks (the "Banks") which are signatories to the Credit Agreement defined below (the "Assignee").

WITNESSETH

WHEREAS, Assignor and its affiliate, Hickory Farms Catalogues of America, Inc. (individually, each a "Borrower" and, collectively, the "Borrowers"), the Assignee and the Banks have entered into a Credit and Security Agreement Agreement dated as of June 30, 2000, (the "Credit Agreement"), pursuant to which the Banks have agreed to extend certain credit accommodations to the Borrowers under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement);

WHEREAS, the Assignor has pledged and granted to the Assignee, for the benefit of the Banks, a security interest in the property described in the Credit and Security Agreement, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets;

WHEREAS, the Assignor owns and has used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, the Assignor expects to derive benefits from the extension of credit accommodations to the Borrowers by the Banks and finds it advantageous, desirable and in its best interest to execute this Assignment to the Assignee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Borrowers to the Banks of every kind, nature or description under the Credit Agreement, including the Borrowers' obligation on any promissory note or notes under the Credit Agreement and any note or notes hereafter issued in substitution or replacement thereof, (b) all liabilities of the Borrowers under any other Loan Document, and (c) all liabilities of the Assignor under this Agreement, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

NOW, THEREFORE, in consideration of the premises and to induce the Banks to extend credit accommodations to the Borrowers under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby grant a security interest in and, subject to the following sentence, assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the

"Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for the Banks' use and behalf, and for the Banks' legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until the acceptance of this Assignment, this Assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants on the date hereof (except as otherwise provided below) that:

(a) except for applications pending, to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks and listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks (except as does not have an Adverse Effect);

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons (except as does not have an Adverse Effect) and except for licenses listed on Exhibit C;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6 or Section 14, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any material new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and future licenses entered into in the ordinary course of the Assignor's business on terms substantially similar to existing licenses.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements, assignments and other instruments as may be necessary or proper to terminate this Assignment and releasing to the Assignor Assignee's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and

trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Credit Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor, the Assignee and the Banks.

14. Upon payment in full of all Liabilities (other than Borrowers' unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Banks to extend credit accommodations to the Borrowers, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS

AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

HICKORY FARMS, INC.

By Mark Wagner
Title Secretary & Treasurer

EXHIBIT A TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

UNITED STATES TRADEMARKS

<u>Mark Name</u>	<u>Serial/Registration No.</u>	<u>Filing/ Original Registration Date</u>
Almond Cluster Device	1151838	April 21, 1981
Almond Cluster Device	1315947	January 22, 1985
Almond Cluster Device	1151821	April 21, 1981
Almond Cluster Device	1325082	March 12, 1985
Almond Plaza	883065	December 23, 1989
Almond Plaza	1271182	March 20, 1984
Almond Plaza	1294690	September 11, 1984
Aunt Ida's Within Device	978728	February 2, 1994
Austin Street Market	1422804	December 30, 1986
Beef Stick	875260	August 19, 1989
Butternip	950463	January 9, 1993
Cashew Cluster Device	1509395	October 18, 1988
Cheddy Brot	1198979	February 17, 1970
Christmas Celebration	2135008	June 22, 1982
Citation	886421	February 3, 1998
Datari	1142738	December 9, 1980
Food Werks	2342258	April 18, 2000
Gourmet Marketplace	2115706	November 25, 1997
Gourmet Marketplace & Device (In Color)	2093106	September 2, 1997
Harvest of the Month	1418752	November 25, 1986
Harvest of the Month Logo	1254853	October 18, 1983
Hazelnut Cluster Device	1281776	June 12, 1984
Heavenly Hawaiian	1273713	April 10, 1984
Herb D'Lis	1143545	December 16, 1980
Hickory Farms	1413521	October 14, 1986
Hickory Farms (New Logo)	1908677	August 1, 1995
Hickory Farms & Design	1413523	October 14, 1986
Hickory Farms Christmas Celebration Select Coffee	2134951	February 3, 1998

Hickory Farms Christmas Celebration Select Coffee 100% Washed Arabica Coffee	2134954	February 3, 1998
Hickory Farms Ham Stick	1844572	July 12, 1994
Hickory Farms of Ohio	706395	October 25, 1980
Hickory Farms of Ohio (Stylized)	860629	November 19, 1988
Hickory Farms Sweet Elegance	1601226	June 12, 1990
Hickory Farms Turkey Stick	1841938	June 28, 1994
Jalapeppy	1231250	March 15, 1983
Macademia Cluster Device	1273747	April 10, 1984
Mission Orchards	1574820	January 2, 1990
Natural Goodness from California	1922244	September 26, 1995
Nature's Finest Gift	2178645	August 4, 1998
Pfaelzer Stylized	852841	July 16, 1988
Pinnacle Orchards	1259666	November 29, 1983
Pistachio Cluster Device	1274463	April 17, 1984
Quail and Poppy Device	1469239	December 15, 1987
Rounds O'Rye	1050827	October 19, 1996
Spice Delight	941605	August 22, 1992
Susan Green's California Cuisine	1571822	December 19, 1989
The Gift Everyone Loves To Get	2228909	March 2, 1999
The Squire's Choice and Device	1253889	October 11, 1983
The Squire's Choice and Device	1412685	October 7, 1986
The Squire's Choice Connoisseur's Collection with Device	1736803	December 1, 1992
Yankee Trader	875262	August 19, 1969

EXHIBIT B TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of _____, ___ is made by and between HICKORY FARMS, INC., a corporation of the State of Delaware, located and doing business at Maumee, Ohio, ("Assignor") and _____, a _____, located and doing business at _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of a pending application in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes U.S. BANK NATIONAL ASSOCIATION to date this undated Assignment and otherwise complete this Assignment at the time of transfer

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

HICKORY FARMS, INC. (Assignor)

Date: _____

By
Title

Assignee:

Date: _____

By
Title:

EXHIBIT C TO
-COLLATERAL ASSIGNMENT OF TRADEMARKS

EXISTING LICENSES

See attached.

FRANCHISE DIRECTORY

Franchisee	Store #	Mailing Address	Phone Number	Fax Number	Email Address
Robert Anderson	99002	Hickory Farms, North 411 Madelia St., Spokane, WA 99202	509/535-6717	509/535-0077	
Micky Ball	98930	Hickory Farms, 1040 N. Marcin, Visalia, CA 93291	559/733-7303	559/733-0410	
Tim Bigley	88909	Hickory Farms, 865 Sunshine Ln., Ste. 105, Altamonte Spgs., FL 32714	407/788-2333	407/788-2333	
Stephan Booth	88904	Hickory Farms, P.O. Box 1629, Redlands, CA 92373	909/799-2092	909/799-3502	shep1224@comcast.net
Seaborn Brown	88901	Ship to: Hickory Farms, 25837 Business Center Dr., Redlands, CA 92374	941/924-1066	941/921-7185	
John Crescimbeni	99005	2436 Cass Street, Gulf Gate Woods, Sarasota, FL 34231	904/743-2355	904/744-2940	
De-Fr Delamater/Klein	50009	Hickory Farms, 15 Almaden Plaza, 5153 Almaden Expwy., San Jose, CA 95118	408/266-3762	408/266-4178	
Paul Dodge	88914	Hickory Farms, 15 Almaden Plaza, 5353 Almaden Expwy., San Jose, CA 95118	408/266-3762	408/266-4178	
High Edmonds	88914	Hickory Farms, 451 N. 400 W., Salt Lake City, UT 84103	801/328-3868	801/328-3872	chrisdodge@msn.com
Harrell Harrell	99001	Hickory Farms, 2510 West Main St., Richmond, VA 23220	804/358-5613	804/358-5711	
Larry Hogan	88985	Ship to: Hickory Farms, 800 Jefferson Davis Hwy., Bldg. 11A, Richmond, VA 23220	804/230-4810	804/237-3984	
Jose Ibaibarriaga	99930	Ship to: Hickory Farms, 140 River Ridge Mall, 3405 Candlers Mountain Road, Lynchburg, VA 24502	757/827-8857	256/767-4025	
Dave Johnson	99002	131 New Market North, Newport News, VA 23605	256/760-9262	559/787-2438	
Daryl Karanacha	99922	207 Knight's Bridge Road, Florence, AL 35630	559/445-1144	559/787-2438	
Steve Kirpatrick	50823	Ship to: Hickory Farms, 17508 E. Belmont, Sanger, CA 93657	775/747-6112	775/747-0901	
Tom Knight	98900	Ship to: 747 R Street, Fresno, CA 93716	209/575-2088	209/577-1750	
Larry Miller	50478	Hickory Farms, 3990 Riverhaven Dr., Reno, NV 89509	209/575-2088	209/577-1750	
Milk Munz	50150	Ship to: Hickory Farms, 1025 Lone Palm Ave., #7, Modesto, CA 95351	757/827-8857	757/827-8857	
Don Northcut	88999	Hickory Farms, 11363 Sunrise Gold Circle, Rancho Cordova, CA 95742	505/888-3529	505/342-0442	
Russ Reid	88981	Hickory Farms, Arden Fair S/C, 1689 Arden Way, Sacramento, CA 95815	505/342-0441	505/888-3529	
Don Truman	98905	Ship to: Hickory Farms, 141 Winrock Center, Albuquerque, NM 87110	505/888-3529	208/376-3775	
Don Uhlman	89859	Hickory Farms, 5237 Kendall, Boise, ID 83705	208/376-3775	208/376-7163	
Tom Williamson	88937	Hickory Farms, 11363 Sunrise Gold Circle, Rancho Cordova, CA 95742	916/635-5571	916/635-5295	lmiller1@msn.com
Conti Wisnisen	80002	Hickory Farms, 11363 Sunrise Gold Circle, Rancho Cordova, CA 95742	916/635-5571	916/635-5295	
Teri Yung	98913	Hickory Farms, 141 Winrock Center, Albuquerque, NM 87110	505/888-3529	208/376-3775	
		Hickory Farms, 520 Avocado, Coronado Del Mar, CA 92625	949/723-4576	949/723-4758	
		Ship to: Hickory Farms, 270 East 17th St., Ste. 2, Costa Mesa, CA 92627	949/642-4303	602/268-7941	northcut@aol.com
		Hickory Farms, 2153 East Jones, Phoenix, AZ 85040	602/268-8557	910/452-0003	reidnow@aol.com
		Hickory Farms, 3420 Wrightsville Ave., Wilmington, NC 28403	910/791-2120	910/509-3857	
		Off season:	910/509-1372	910/509-3857	
			937/399-3763	937/390-3066	
			502/491-1380	502/231-3403	
			502/499-8104	336/226-2306	
			336/226-2305		
			704/298-6819		
			307/577-1800	307/577-1800	
			808/521-1522	808/533-8886	

TRADE MARK

003 185 FRAME 0062

Continuation of Exhibit A
Amended July 21, 2005

<u>Mark Name</u>	<u>Serial/Registration No.</u>	<u>Filing/ Original Registration Date</u>
Almond Plaza & Design	2723396	October 28, 2001
Big Barn Cheddar	2751106	October 15, 2001
Crown Comice	78/635253	May 23, 2005 (Pending)
Fruit for All Seasons	78/634620	May 23, 2005 (Pending)
Fuel for the Race Fan	2946428	June 6, 2002
HoneyGold	2764977	May 2, 2001
Make it Hickory Farms Special	2815450	November 16, 2001
Mission Jack	1217713	November 23, 1982
Something to Celebrate	2399976	October 29, 1999
Tasteful Rewards	2614393	December 27, 2000
The Crown Prince	78/635267	May 23, 2005 (Pending)
Turkey Stick	78/421981	May 20, 2004 (Pending)
Your Instant Gift List	2813742	March 6, 2002