

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hickory Farms, Inc.		07/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	425 Walnut Street
Internal Address:	CN-OH-W14S
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	1151838	
Registration Number:	1315947	
Registration Number:	1151821	
Registration Number:	1325082	
Registration Number:	883065	ALMOND PLAZA
Registration Number:	1271182	ALMOND PLAZA
Registration Number:	1294690	ALMOND PLAZA
Registration Number:	978728	AUNT IDA'S
Registration Number:	1422804	AUSTIN STREET MARKET
Registration Number:	875260	BEEF STICK
Registration Number:	950463	BUTTERNIP
Registration Number:	1509395	
Registration Number:	1198979	CHEDDY BROT

CH \$1615.00 1151838

Registration Number:	2135008	CHRISTMAS CELEBRATION
Registration Number:	886421	CITATION
Registration Number:	1142738	DATARI
Registration Number:	2342258	FOOD WERKS
Registration Number:	2115706	GOURMET MARKETPLACE
Registration Number:	2093106	GOURMET MARKETPLACE
Registration Number:	1254853	
Registration Number:	1281776	
Registration Number:	1273713	HEAVENLY HAWAIIAN
Registration Number:	1143545	HERB D' LIS
Registration Number:	1413521	HICKORY FARMS
Registration Number:	1908677	HICKORY FARMS
Registration Number:	1413523	HICKORY FARMS
Registration Number:	2134951	HICKORY FARMS CHRISTMAS CELEBRATION SELECT COFFEE
Registration Number:	2134954	HICKORY FARMS CHRISTMAS CELEBRATION SELECT COFFEE 100% WASHED ARABICA COFFEE
Registration Number:	1844572	HICKORY FARMS HAM STICK
Registration Number:	706395	HICKORY FARMS OF OHIO
Registration Number:	860629	HICKORY FARMS OF OHIO
Registration Number:	1601226	HICKORY FARMS SWEET ELEGANCE
Registration Number:	1841938	HICKORY FARMS TURKEY STICK
Registration Number:	1231250	JALAPEPPY
Registration Number:	1273747	
Registration Number:	1574820	MISSION ORCHARDS
Registration Number:	1922244	NATURAL GOODNESS FROM CALIFORNIA
Registration Number:	2178645	NATURE'S FINEST GIFTS
Registration Number:	852841	PFAELZER
Registration Number:	1259666	PINNACLE ORCHARDS
Registration Number:	1274463	
Registration Number:	1469239	
Registration Number:	1050827	ROUNDS O' RYE
Registration Number:	941605	SPICE DELIGHT
Registration Number:	1571822	SUSAN GREEN'S CALIFORNIA CUISINE
Registration Number:	2228909	THE GIFT EVERYONE LOVES TO GET

Registration Number:	1253889	THE SQUIRE'S CHOICE
Registration Number:	1412685	THE SQUIRE'S CHOICE
Registration Number:	1736803	THE SQUIRE'S CHOICE CONNOISSEUR'S COLLECTION
Registration Number:	875262	YANKEE TRADER
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
Registration Number:	1418752	HARVEST OF THE MONTH

CORRESPONDENCE DATA

Fax Number: (202)467-8900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-467-8810
Email: behogue@vssp.com, cmamron@vssp.com
Correspondent Name: Cory M. Amron, Esquire
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: 4
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FIRST AMENDMENT
TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Amendment") is made and entered into as of July 21, 2005, by HICKORY FARMS, INC., a Delaware corporation ("Assignor"), having its principal offices at Maumee, Ohio, in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent for the Lenders (the "Lenders") under the Credit Agreement hereinafter defined (in such capacity, the "Assignee"), having its principal offices at 425 Walnut Street, Location CN-OH-W14S, Cincinnati, Ohio 45202. Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Assignment (as defined below).

RECITALS:

A. The Borrower, U.S. Bank National Association, as Agent, and the Lenders have entered into the Credit and Security Agreement dated as of June 30, 2000, as amended by the First Amendment to Credit and Security Agreement dated as of June 23, 2003 (the "First Amendment") and the Second Amendment to Credit and Security Agreement dated as of July 21, 2005 (the "Second Amendment" and together with the First Amendment and with all of the amendments, modifications and supplements thereto, the "Credit Agreement").

B. In connection with the Credit Agreement, the Borrower executed and delivered to the Collateral Assignment of Trademarks dated June 30, 2000 (the "Assignment").

C. It is a condition precedent to the effectiveness of the Second Amendment and to the obligation of the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Amendment be executed and delivered by the Assignor to the Assignee.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Credit Agreement and to extend credit accommodations to the Assignor thereunder, the Assignment is hereby amended and the Assignor hereby covenants and agrees as follows:

1. Section 3 of the Assignment is hereby deleted in its entirety and is replaced with the following:

"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, except for the Senior Term Loan Debt Documents, that is in conflict with its obligations under this Assignment."

2. Section 8 of the Assignment deleted in its entirety and is replaced with the following:

“The Assignee, at the written instruction of the Majority Lenders, shall have the right but shall in no way be obligated to bring suit in its own name to enforce or 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 Majority Lenders 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 or the Majority Lenders, as the case may be, for all reasonable costs and expenses incurred by the Assignee in the exercise of its or their rights under this Section.”

3. Exhibit A of the Assignment is amended by adding the following at the end thereof:

“

<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

4. "Credit Agreement" as defined in the Assignment and as referenced in the Assignment is amended to mean and refer to that certain Credit and Security Agreement dated June 30, 2000 between Borrower, Hickory Farms Catalogues of America, Inc. (which was dissolved on or about October 16, 2002), Assignor and Lenders, as amended by that certain First Amendment to Credit and Security Agreement dated June 23, 2003, as further amended by that certain Second Amendment to Credit and Security Agreement dated as of July 21, 2005 between Assignor and Lenders, as the same may be amended, modified, supplemented, extended, renewed, replaced or restated from time to time.

5. Section 15 of the Assignment is hereby amended by deleting the reference to "Minnesota" and substituting in its stead a reference to "Ohio".

6. Except as specifically modified and amended herein, the Assignment shall be and remain in full force and effect, and is ratified and confirmed in all respects.

[Remainder of this Page Left Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Amendment to be duly executed as of the day and year first above written.

ASSIGNOR:

HICKORY FARMS, INC.

By Mark J. Wagner
Mark J. Wagner, Vice President, Finance

SIGNATURE PAGE TO
HICKORY FARMS, INC.
FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

9716984.2

RECORDED: 08/04/2005

TRADEMARK
REEL: 003135 FRAME: 0070