

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Adams Extract & Spice, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 16, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Lone Star Bank, S.S.B.

Internal Address: P.O. Drawer A

Street Address: 100 S. Main Street

City: Moulton

State: TX

Country: U.S.A. Zip: 77975

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Lone Star Bank Citizenship U.S.A.

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/571,965

76/571,964

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Noel Henry Reese

Internal Address: P.O. Box 887

Street Address: 931 St. Joseph

City: Gonzales

State: TX Zip: 78629

Phone Number: (830) 672-8773

Fax Number: (830) 857-1024

Email Address: nreese@grec.net

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 6151
Expiration Date 10/05

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

[Signature]

Signature

Noel Henry Reese

Name of Person Signing

9-28-05

Date

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

20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1-90, Alexandria, VA 22313-1450

TRADENAME PLEDGE AGREEMENT

THIS TRADENAME PLEDGE AGREEMENT (the "pledge") is made as of the 16th day of September, 2005, by Adams Extract & Spice, L.L.C., a Texas Limited Liability Corporation, ("Pledgors" whether one or more) and Lone Star Bank, S.S.B., a Texas State Savings Bank ("Pledgees" whether one or more).

1. Grant of Pledge. To secure the prompt and full payment and complete performance of all the obligations of Pledgors and related businesses to one or more of Pledgees evidenced by the following documents (collectively, "Obligations"):

- a) That certain Real Estate Lien Note dated the 16th day of September, 2005 in the original principal amount of ONE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) by and between Central Texas Ingredients, L.L.C. as Borrower and Lone Star Bank, Moulton, Texas as Lender.
- b) That certain Promissory Note dated the 16th day of September, 2005 in the original principal sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) by and between Adams Extract & Spice, L.L.C. as Borrower and Lone Star Bank, Moulton, Texas as Lender.
- c) That certain Promissory Note dated the 16th day of September, 2005 in the original principal sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) by and between Adams Extract & Spice, L.L.C. as Borrower and Lone Star Bank, Moulton, Texas as Lender.

Pledgors, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant to Pledgees a security interest in all of Pledgors' rights, titles and interests, howsoever arising, in and to all of its now-owned or existing tradenames and federal tradenames and federal trademark registrations as more particularly described and listed on Exhibit A attached hereto, and any complete or partial renewals, reissues or extensions thereof, including each of the foregoing and all income, royalties, damages and payments now and hereafter due and/or payable under said tradenames and federal trademark registrations including, without limitations, the right to sue for past infringement of any of the foregoing property rights, including property rights, including the right to receive all royalties, damages and payments for past or further infringements thereof (all of the foregoing tradenames and federal trademark registrations and renewals, reissues or extensions thereof, are sometimes hereinafter individually and/or collectively referred to as the "Tradenames".) This instrument shall further grant and convey to Pledgees such property rights as shall be necessary for the constructive notice to be obtained by the filing of the Agreement in the U.S. Patent and Trademark Office.

2. Defeasance. Upon payment in full of all the Obligations, the Pledge shall terminate and be of no further force and effect; and in such event, Pledgees shall, at the expense of the Pledgors, take all such action necessary to terminate the property rights of Pledgees in the Tradename.

3. Covenants, Representations and Warranties. Pledgors covenant, represent and warrant Pledgees that:

i.) To the best of Pledgors' knowledge, each of the Tradenames is valid and enforceable throughout the territory of current use as of the date of execution of this Agreement, and no such Tradename is subject to any pending or, threatened challenge, claim or right;

ii.) To the best of Pledgors' knowledge, the entire rights, title and interests of Pledgors in and to each of the Tradenames is free and clear of any liens (other than liens created by any judgment or tax lien), charges and encumbrances, including without limitations pledges, assignments, licenses, shop rights, registered user agreements and covenants by Pledgors not to sue third persons, other than the interests created hereunder; and

iii.) To the best of Pledgors' knowledge, Pledgors have good and marketable title to the Tradenames owned or acquired by it the interests created by any subsequent assignment or license granted to any customer, supplier or licensee for the purpose of facilitating the business or generating revenue for Pledgors.

iv.) Pledgors shall not further assign or license any right, title or interest in the Tradenames or the goodwill associated therewith without the prior written consent of Pledgees.

4. Duty to Maintain. Any and all fees, costs and expenses of whatever kind or nature incurred in connection with any application or in connection with the maintenance, filing or recording of any documents, payment of taxes, defense of or otherwise defending, protecting, preserving and enforcing the Tradename and other property assigned hereunder shall be borne by Pledgors. Pledgors and Pledgees hereby agree that Pledgees shall have no future liability under this Pledge for such fees, costs and expenses, including without limitations and royalty, fee, expense, cost or charge to Pledgees or any other person, and Pledgors hereby hold each of Pledgees harmless and indemnify each of Pledgees from all such liabilities. The parties further agree that Pledgees shall not be obligated to take any action with respect to the prosecution, maintenance, preservation or filing of any of the Tradenames or other property pledged hereunder.

5. Events of Default: Security Party's Rights Upon Default.

5.1. Event of Default. There shall exist an event of default (an "Event of Default") hereunder if any one or more of the following occurs:

5.1.1. A default occurs under any of the material Obligations and/or related loan documents.

5.1.2. Any material representation or warranty made herein proves to have been false or misleading in any material respect when made.

5.1.3. Any Pledgee fails to have valid and enforceable perfected property rights in the Tradenames (other than through his or her own failure to properly document or perfect its interest.)

5.1.4. Pledgors default in the due observance or performance of any covenant, condition agreement to be observed or performed by the Pledgors pursuant to the terms of this Pledge.

5.2. Remedies. If any Event of Default shall have occurred, Pledgee shall have, in addition to all rights and remedies given it by the Pledge, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Texas and, without limiting the generality of the foregoing, Pledgee may immediately, without demand of performance and without other notice (except notice of sale as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, sell at public or private sale the whole or from time to time any part of the Tradenames, or any interest which Pledgors may have therein, and after deducting from the proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of expenses and the Obligations shall be paid over to Pledgors. Notice any sale of the Tradenames shall be given to Pledgors at least fifteen (15) days before the time any intended public or private sale of the Tradenames is to be made, which Pledgors hereby agree shall be reasonable notice of such sale. At any such public sale, the holder of the Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Tradenames sold, free from any right or redemption on the part of Pledgors, which right is hereby waived and released.

6. Duties of Pledgors. Pledgors shall have the duty to prosecute diligently any renewals, declarations, and registrations of the Tradenames required as of the date of the Pledge or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights in trademark applications and tradenames included in the Tradenames. Any expenses incurred in connection with such renewals, declarations and registrations shall be borne by Pledgors.

7. Right to Enforce Tradenames. In the event Pledgors fail to enforce the Tradenames against any actual infringement, Pledgee shall have the right but shall in no way be obligated to bring suit in each of their own names to enforce the Tradenames and any license thereunder, in which event Pledgors shall at the request of any of the Pledgees do any and all lawful acts and execute any and all proper documents required by Pledgees in aid for such enforcement and Pledgors shall promptly, upon demand, reimburse and indemnify Pledgees for all costs and expenses incurred by Pledgees in the exercise of his or her rights under this paragraph.

8. Modification and Amendments. No course of dealing between Pledgors and Pledgees, nor any failure to exercise, nor any delay in exercising, on the part of Pledgees, any right, power or privilege hereunder or under any of the Obligations and related loan documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Effect on Loan Documentation. Pledgors acknowledge and agree that this Pledge is not intended to limit or restrict in any way the rights and remedies of any of Pledgees under the Obligations or any of the related security documents but rather is intended to facilitate the exercise of such rights and remedies.

10. Binding Effect, Benefits and Pledge. This Pledge shall be binding upon Pledgors and their respective successors and assigns, and shall inure to the benefit of Pledgees and their respective heirs, personal representatives, successors and assigns; provided, however, that the rights and obligations of Pledgors hereunder cannot be assigned by Pledgors without the prior written consent of all of the Pledgees except as hereinbefore provided. All obligations of Pledgors under this Pledge shall be joint and several obligations of each of Pledgors.

11. Governing Law. This Pledge has been executed and delivered in Texas, and shall be governed by and construed in accordance with the laws of the United States applicable to trademark and trademark rights and the laws of the State of Texas applicable to contracts executed in or to be performed in the State of Texas, and exclusive venue for any legal action brought under the terms of the Agreement or to enforce the terms of this Agreement shall be in Lavaca County, Texas.

12. Expenses. All costs associated with the filing of this Pledge with the United State Patent and Trademark Office shall be borne by Pledgors.

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

PLEDGORS

ADAM'S EXTRACT & SPICE, L.L.C.

By: 
Danny V. Jencks, its CEO and Manager

PLEDGEE

LONE STAR BANK, S.S.B.

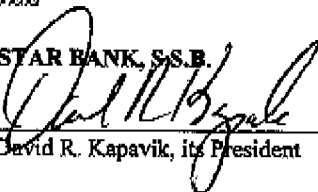
By: 
David R. Kapavik, its President

EXHIBIT "A"

Adams Extract & Spice LLC
*Manufacturers of "Adams Best"*PHONE 512-282-1100 FAX 512-282-1966
BOX 17008 PLANT: 11206 IH 35 SOUTH AUSTIN, TEXAS 78760Mr. David Kapavik
President
Lone Star Bank
P.O. Drawer A
Moulton, Texas 77975

September 24, 2004

Re: Adams Extract & Spice, LLC

Dear David:

With regard to the above-referenced client, Clay Ruple requested that I forward document filings and correspondence to you relating to the "Adams" word mark. Accordingly, please find enclosed the following documents:

- (1) **U.S. Trademark Application Serial No. 76/571,963 for "Adams Extract";** dated 1/21/04;
- (2) **Filing Receipt for Application for "Adams Extract";** dated 1/22/04;
- (3) **U.S. Trademark Application Serial No. 76/571,964 for "Adams";** dated 1/21/04;
and
- (4) **Filing Receipt for Application for "Adams";** dated 1/22/04.

Should you have any questions or concerns regarding the enclosures, please do not hesitate to contact me at my office. I remain,

Sincerely,

ADAMS EXTRACT & SPICE, LLC

Cookie F. Murson
General Counselcc: Mr. Clay Ruple
Enclosures