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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 of the new address(es) below.

1. Name of conveying party(ies):

Caine Foods, LP
114 S. Main Street
Ayer, MA 01432

- 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) March 30, 2006

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Eastern Bank
Internal Address: _____
Address: _____
Street Address: 265 Franklin Street
City: Boston
State: MA
Country: U. S. A. Zip: 02110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank citizenship _____

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) _____

B. Trademark Registration No.(s) _____

226210

Additional sheet(s) attached? Yes No

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

Gaines

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

Name: James Cohen

Internal Address: _____

Street Address: 109 State Street

City: Boston

State: MA Zip: 02109

Phone Number: 617-371-1050

Fax Number: 617-371-1051

Email Address: jcohen@lora.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$290.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1516
Expiration Date 03/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

James H. Cohen
Signature

Name of Person Signing

3/3/06
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be filed in (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1488, Alexandria, VA 22314-1488

OP \$290.00 76248416

RightFax

4/5/06 7:29 PAGE 004/007 Fax Server

EXHIBIT A

Federal Trademark Registrations

<u>Trademark</u>	<u>Reg. /Ser. No.</u>	<u>Reg. Filing Date</u>
OXFORD	0897447	08/25/1970
CAINS	0952196	01/30/1973
RIVERA	0968754	09/18/1973
BRAVO ITALIANO	1342925	06/18/1983
OXFORD CUSTOM BLEND MAYONNAISE	1437455	04/21/1987
DELINAISE	1803849	11/09/1993
CAROLINE'S	78/248,416	07/19/2005?
SANDWICH SENSATIONS	1,282,134	09/28/1999
OLDE CAPE COD		
OLDE CAPE COD LOCAL FAVOURITES	2422736	02/23/2001
OLDE CAPE COD BLACK ANGUS	2554557 78/586,467	04/02/2002 03/14/2003

CONDITIONAL ASSIGNMENT OF TRADEMARKS

This Conditional Assignment of Trademarks is dated as of this 30th day of March 2006 by and between Cains Foods, L.P., a Delaware limited partnership ("Cains") and Eastern Bank ("Secured Party").

WHEREAS, Cains is indebted to Secured Party under various promissory notes and other instruments of indebtedness (the "Indebtedness");

WHEREAS, Cains has granted a security interest in certain federally registered trademarks together with the goodwill associated therewith, to the Secured Party in order to secure the Indebtedness;

WHEREAS, the parties wish to file this conditional assignment of certain trademarks with the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties hereto agree as follows:

1. Cains hereby grants to the Secured Party a security interest in, and conditionally assigns to Secured Party, those trademarks set forth in the attached Schedule A (the "Trademarks").
2. Secured Party hereby acknowledges that the within assignment is conditional only, and shall become an absolute assignment only upon Secured Party's exercise of its rights and remedies under its security agreement by and between Cains and Secured Party.
3. The address of Secured Party is:

265 Franklin Street
Boston, MA 02110

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized officers on the date first above written.

DEBTOR
Cains Foods, L.P.
By: DJK Foods, Inc., its General Partner

Denis J. Keaveny
Name: Denis J. Keaveny
Title: President

SECURED PARTY
Eastern Bank

Amy Lyons
Name: Amy Lyons
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 2nd day of March 2006, before me, the undersigned notary public, personally appeared Denis J. Keaveny, President of Cains Foods, L.P., proved to me through satisfactory evidence of identification, which was [check one] ~~Actual~~ photo identification; credible witness; or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Janet [Signature]
Notary Public
My commission expires: 5/25/09

TRADEMARK

REEL: 003287 FRAME: 0259

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 30th day of March 2006, before me, the undersigned notary public, personally appeared Amy L... of Eastern Bank, proved to me through satisfactory evidence of identification, which was (check one): photo identification; credible witness; or personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My commission expires: 9/25/09

