

TO: Assignments COMPANY:

10/19/2010 16:04 FAX 312 803 5299

CHAPMAN AND CUTLER LLP

002

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

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):**

SK Food Group Inc.

- Individual(s)
- General Partnership
- Corporation- State: Washington
- 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) October 18, 2010

- 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: Bank of Montreal, as Agent

Internal

Address: 100 King Street West

Street Address: First Canadian Place, 19th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Bank Citizenship Canada

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)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

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: Jane S. Berman

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3413

Fax Number: (312) 803-5299

Email Address: berman@chapman.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 50-0305

Authorized User Name Jane S. Berman

**9. Signature:**

  
Signature

October 19, 2010

Date

Jane S. Berman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

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 1460, Alexandria, VA 22313-1450

TRADEMARK

CH \$215.00 500305 74122983

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003

**SCHEDULE TO RECORDATION FORM COVER SHEET****TRADEMARKS**

<b>Application No.</b>	<b>Registration No.</b>	<b>Mark</b>
74/122,983	1951630	OVEN PRIDE
74/246,334	1761841	OVEN PRIDE
74/141,608	1951632	OVEN PRIDE & Design
74/144,985	1682295	STOVERS KITCHENS
74/144,986	1712444	STOVERS KITCHENS, INC. & Design
74/123,097	1735043	STOVE DESIGN
77/787/183	N/A	BAGUETTA (stylized)
77/787,198	3833158	BAGUETTA (stylized/solid font)

**TRADEMARK**

TO: Assignments COMPANY:

10/19/2010 15:55 FAX 312 803 5299

CHAPMAN AND CUTLER LLP

003

**TRADEMARK COLLATERAL AGREEMENT**

This 18th day of October 2010, SK FOOD GROUP INC., a Washington corporation ("*Debtor*"), with its principal place of business and mailing address at 4600-37th Ave SW, Seattle, Washington 98126, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 100 King Street West, First Canadian Place, 19th Floor, Toronto, ON M5X 1A1, acting as agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, (as the same may be amended, modified, or amended and restated in its entirety from time to time, the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are

Trademark Security 2885600 01 02  
1914530

**TRADEMARK**

TO: Assignments COMPANY:

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more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

TO: Assignments COMPANY:


10/19/2010 15:55 FAX 312 803 5299

CHAPMAN AND CUTLER LLP

005

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SK FOOD GROUP INC., a Washington corporation

By   
Name Will Kalutyz  
Title Secretary

TRADEMARK

TO: Assignments COMPANY:

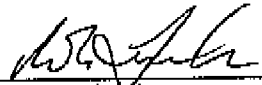
10/19/2010 15:55 FAX 312 803 5299

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006

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By:   
Name: Robert Tuck  
Title: Senior Relationship Manager

TRADEMARK

TO: Assignments COMPANY:

10/19/2010 16:04 FAX 312 803 5299

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(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent and the other debtors party thereto, (as the same may be amended, modified, or amended and restated in its entirety from time to time, the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

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Trademark Security 2885600 01 02  
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TRADEMARK

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more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]



TO: Assignments COMPANY:


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CHAPMAN AND CUTLER LLP

006

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SK FOOD GROUP INC., a Washington corporation

By   
Name Will Kalutyz  
Title Secretary

TRADEMARK

TO: Assignments COMPANY:

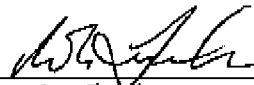
10/19/2010 16:05 FAX 312 803 5299

CHAPMAN AND CUTLER LLP

007

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By:   
Name: Robert Tuck  
Title: Senior Relationship Manager

TRADEMARK

TO: Assignments COMPANY:

10/19/2010 16:05 FAX 312 803 5299

CHAPMAN AND CUTLER LLP

008

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

Application No.	Name of Mark
74/122,983	OVEN PRIDE
74/246,334	OVEN PRIDE
74/141,608	OVEN PRIDE & Design
74/144,985	STOVERS KITCHENS
74/144,986	STOVERS KITCHENS, INC. & Design
74/123,097	STOVE DESIGN
77/787/183	BAGUETTA (stylized)
77/787,198	BAGUETTA (stylized/solid font)

TRADEMARK