

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grant Craft, Inc.		11/14/2019	Corporation:
Southeastern Mills, Inc.		11/14/2019	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	Coöperatieve Rabobank U.A., New York Branch, as Administrative Agent
<b>Street Address:</b>	245 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Cooperative Corporation: NEW YORK

## PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	0088260	ACHIEVER
Registration Number:	3041469	BAKERS CRAFT
Registration Number:	1915248	BIG GUN
Registration Number:	2874045	BIG SPRING
Registration Number:	2300129	COLLINS BEST
Registration Number:	3966350	GOLDEN MOUNTAIN
Registration Number:	0090316	MONDAKO
Registration Number:	0127610	MORBREAD
Registration Number:	2222908	POWER
Registration Number:	4302235	QUEEN
Registration Number:	3657847	SPUN WHITE
Registration Number:	310457	WHITE SPEAR
Registration Number:	405274	
Registration Number:	401182	TRAFFIK
Registration Number:	401183	
Registration Number:	406588	
Registration Number:	405276	NABISCO
Registration Number:	405273	

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Property Type	Number	Word Mark
Registration Number:	405275	NABISCO
Registration Number:	408749	
Registration Number:	0255490	ACE HI
Registration Number:	2175142	WHITE CHIEF
Registration Number:	2175145	AVALANCHE
Registration Number:	2236527	BLUE RIBBON
Registration Number:	2175143	MAYFAIR
Registration Number:	2099412	TITAN
Registration Number:	4800627	GRAIN CRAFT
Registration Number:	4703378	MONDAKO
Registration Number:	4695668	WHITE SPEAR
Registration Number:	4922012	HAWAIIAN BAKER'S SPECIAL
Registration Number:	4894703	IMUA
Registration Number:	4877308	KILAUEA
Registration Number:	4904202	PUA LEI
Registration Number:	4877310	HIBISCUS
Registration Number:	4877309	DIAMONDHEAD
Registration Number:	4901122	GRAIN CRAFT
Registration Number:	4901123	GRAIN CRAFT
Registration Number:	4877740	BLENDAKO
Registration Number:	5452666	OPENING THE GOODNESS OF WHEAT
Registration Number:	5626455	I GLUTEN
Registration Number:	3272419	SOUTHEASTERN MILLS
Registration Number:	3290979	SM SOUTHEASTERN MILLS THE OLD MILL AT BE
Registration Number:	3249410	OLD GUIDE'S SECRET
Registration Number:	3635966	MIRACLE FRY
Registration Number:	3496817	WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGI
Registration Number:	3726011	THE TEXTURE AUTHORITY
Registration Number:	1764757	SM
Registration Number:	718374	SEVER'S
Registration Number:	3829199	TOMORROW'S STOCK
Registration Number:	3772348	SALSARRIBA
Registration Number:	3640849	MEJOR QUE CALDO
Registration Number:	3419386	BETTER THAN GRAVY
Registration Number:	2662514	SUPERIOR TOUCH BETTER THAN BOUILLON
Registration Number:	2662479	SUPERIOR TOUCH
Registration Number:	2624619	SUPERIOR TOUCH CROCKERY GOURMET
Registration Number:	1853243	CROCKERY GOURMET

Property Type	Number	Word Mark
Registration Number:	1833430	BETTER THAN BOUILLON
Registration Number:	1763045	SUPERIOR TOUCH
Registration Number:	3947518	STIVER'S BEST
Registration Number:	4462146	MADE FROM SCRATCH QUALITY
Registration Number:	4979836	BECAUSE YOU BELIEVE IN BETTER
Registration Number:	4886966	BETTER THAN BOUILLON FOOD BASES BECAUSE
Registration Number:	4950875	THE PERFECT HOT SAUCE
Registration Number:	4531526	THE ORIGINAL "LOUISIANA" BRAND THE PERFE
Registration Number:	4890450	BETTER THAN BOUILLON
Registration Number:	4899418	SHORE LUNCH
Registration Number:	4950877	"LOUISIANA" BRAND
Registration Number:	4833665	BETTER THAN BOUILLON FOOD BASES FUELED W
Registration Number:	4950876	LOUISIANA GOLD PEPPER SAUCE
Registration Number:	4922968	RED ROOSTER
Serial Number:	86241406	SHORE LUNCH
Serial Number:	85335150	BETTER THAN BROTH
Serial Number:	85726708	NAKED FRY
Serial Number:	85758252	PERSONAL CHEF FLAVORS THAT FLOW.
Serial Number:	85787228	NAKED FRY ALL BAKE. NEVER FRIED.
Serial Number:	86068988	SOUTHEASTERN MILLS
Serial Number:	88294563	PUREWHEAT
Serial Number:	88399939	BRING THE HEAT

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 678-553-2288

**Email:** madrinc@gtlaw.com

**Correspondent Name:** Christina Madrin

**Address Line 1:** 3333 Piedmont Road NE, Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

<b>NAME OF SUBMITTER:</b>	Christina Madrin
<b>SIGNATURE:</b>	/Christina Madrin/
<b>DATE SIGNED:</b>	11/14/2019

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 14, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, G & L Intermediate Holdings, Inc., a Georgia corporation, as borrower (“*Borrower*”), G & L Holdings, Inc., a Georgia corporation, the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Amended and Restated Credit Agreement dated as of November 14, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of November 14, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

- (a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTORS:

SOUTHEASTERN MILLS, INC.

By:   
Name: Peter W. Hjort, Jr.  
Title: President

GRAIN CRAFT, INC.

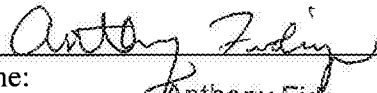
By:   
Name: Peter W. Hjort, Jr.  
Title: Assistant Secretary



**ACKNOWLEDGED AND  
AGREED:**

**COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Administrative Agent**

By:   
Name: **Brian Keaveney**  
Title: **Executive Director**

By:   
Name: **Anthony Fianza**  
Title: **Vice President**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Grain Craft, Inc.	US	ACHIEVER (stylized)	0,088,260	9/10/1912
Grain Craft, Inc.	US	BAKERS CRAFT	3,041,469	1/10/2006
Grain Craft, Inc.	US	BIG GUN	1,915,248	8/29/1995
Grain Craft, Inc.	US	BIG SPRING	2,874,045	8/17/2004
Grain Craft, Inc.	US	COLLINS BEST	2,300,129	12/14/1999
Grain Craft, Inc.	US	GOLDEN MOUNTAIN	3,966,350	5/24/2011
Grain Craft, Inc.	US	MONDAKO (stylized)	0,090,316	2/18/1913
Grain Craft, Inc.	US	MORBREAD	0,127,610	11/18/1919
Grain Craft, Inc.	US	Power and Smokestack Design		
Grain Craft, Inc.	US	POWER	2,222,908	2/9/1999
Grain Craft, Inc.	US	QUEEN	4,302,235	3/12/2013
Grain Craft, Inc.	US	SPUN WHITE	3,657,847	7/21/2009
Grain Craft, Inc.	US	WHITE SPEAR and Arrow Design	310,457	2/27/1934
Grain Craft, Inc.	US	BIG SPRING	TMA405274	11/20/1992
Grain Craft, Inc.	US	MONDAKO	TMA401182	8/7/1992
Grain Craft, Inc.	US	MORBREAD	TMA401183	8/7/1992
Grain Craft, Inc.	US	WHITE SPEAR	TMA406588	12/25/1992
Grain Craft, Inc.	US	SPUN WHITE	TMA405276	11/20/1992
Grain Craft, Inc.	US	POWER	TMA405273	11/20/1992

Schedule I to Trademark Security Agreement

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**TRADEMARK**  
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Grain Craft, Inc.	US	SPECIAL PIZZA	TMA405275	11/20/1992
Grain Craft, Inc.	US	HI PRO WHOLEWHEAT	TMA408749	2/26/1993
Grain Craft, Inc.	US	ACE HI (stylized)	0,255,490	4/23/1929
Grain Craft, Inc.	US	WHITE CHIEF	2,175,142	7/21/1998
Grain Craft, Inc.	US	AVALANCHE	2,175,145	7/21/1998
Grain Craft, Inc.	US	BLUE RIBBON	2,236,527	4/6/1999
Grain Craft, Inc.	US	MAYFAIR	2,175,143	7/21/1998
Grain Craft, Inc.	US	TITAN	2,099,412	9/23/1997
Grain Craft, Inc.	US	GRAIN CRAFT + logo	4,800,627	8/25/2015
Grain Craft, Inc.	US	MONDAKO	4,703,378	3/17/2015
Grain Craft, Inc.	US	WHITE SPEAR	4,695,668	3/3/2015
Grain Craft, Inc.	US	HAWAIIAN BAKER'S SPECIAL	4,922,012	3/22/2016
Grain Craft, Inc.	US	IMUA	4,894,703	2/2/2016
Grain Craft, Inc.	US	KILAUEA	4,877,308	12/29/2015
Grain Craft, Inc.	US	PUA LEI	4,904,202	2/23/2016
Grain Craft, Inc.	US	HIBISCUS	4,877,310	12/29/2015
Grain Craft, Inc.	US	DIAMONDHEAD	4,877,309	12/29/2015
Grain Craft, Inc.	US	GRAIN CRAFT	4,901,122	2/16/2016
Grain Craft, Inc.	US	GRAIN CRAFT + logo	4,901,123	2/16/2016
Grain Craft, Inc.	US	BLENDAKO	4,877,740	12/29/2015
Grain Craft, Inc.	US	OPENING THE GOODNESS OF WHEAT	5452666	4/24/2018
Grain Craft, Inc.	US	I "heart" GLUTEN Logo	5626455	12/11/2018
Southeastern Mills, Inc.	Canada	SHORE LUNCH	TMA336775	02/05/1988
Southeastern Mills, Inc.	US	SOUTHEASTERN MILLS	3,272,419	07/31/2007

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**TRADEMARK**  
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Southeastern Mills, Inc.	US	SM SOUTHEASTERN MILLS THE OLD MILL AT BERRY COLLEGE BUILT IN 1930, ROME, GEORGIA and design	3,290,979	09/11/2007
Southeastern Mills, Inc.	US	OLD GUIDE'S SECRET	3,249,410	06/05/2007
Southeastern Mills, Inc.	US	MIRACLE FRY	3,635,966	06/09/2009
Southeastern Mills, Inc.	US	WHERE THE JOURNEY TO OUTDOOR FLAVOR BEGINS	3,496,817	09/02/2008
Southeastern Mills, Inc.	US	THE TEXTURE AUTHORITY	3,726,011	12/15/2009
Southeastern Mills, Inc.	US	SM and design	1,764,757	04/13/1993
Southeastern Mills, Inc.	US	ROME BEAUTY	718,374	12/18/1945
Southeastern Mills, Inc.	US	TOMORROW'S STOCK	3,829,199	08/03/2010
Southeastern Mills, Inc.	US	SALSARRIBA	3,772,348	04/06/2010
Southeastern Mills, Inc.	US	MEJOR QUE CALDO	3,640,849	06/16/2009
Southeastern Mills, Inc.	US	BETTER THAN GRAVY	3,419,386	04/29/2008
Southeastern Mills, Inc.	US	SUPERIOR TOUCH BETTER THAN BOUILLON and design	2,662,514	12/17/2002
Southeastern Mills, Inc.	US	SUPERIOR TOUCH	2,662,479	12/17/2002
Southeastern Mills, Inc.	US	SUPERIOR TOUCH CROCKERY GOURMET and Design	2,624,619	09/24/2002
Southeastern Mills, Inc.	US	CROCKERY GOURMET	1,853,243	09/06/1994
Southeastern Mills, Inc.	US	BETTER THAN BOUILLON	1,833,430	04/26/1994
Southeastern Mills, Inc.	US	SUPERIOR TOUCH and design	1,763,045	04/06/1993
Southeastern	Canada	SHORE LUNCH	TMA 852,978	06/11/2013

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**TRADEMARK**  
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Mills, Inc.				
Southeastern Mills, Inc.	Canada	MADE FROM SCRATCH QUALITY	TMA 821,269	04/02/2012
Southeastern Mills, Inc.	US	STIVER'S BEST	3,947,518	04/19/2011
Southeastern Mills, Inc.	Canada	SUPERIOR TOUCH	TMA 592026	10/09/2003
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH	754786	07/22/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH	754785	07/22/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH and design	765344	10/09/2001
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH and design	755101	07/23/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH BETTER THAN BOUILLON and design	755454	07/24/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH BETTER THAN BOUILLON and design	755453	07/24/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH CROCKERY GOURMET and Design	755455	07/24/2002
Southeastern Mills, Inc.	Mexico	SUPERIOR TOUCH CROCKERY GOURMET and design	755452	07/24/2002
Southeastern Mills, Inc.	Mexico	BETTER THAN BOUILLON	752370	06/27/2002
Southeastern Mills, Inc.	Mexico	CROCKERY GOURMET	760740	08/26/2002
Southeastern Mills, Inc.	El Salvador	BETTER THAN BOUILLON	0006100173123-124	07/27/2011
Southeastern Mills, Inc.	Canada	CROCKERY GOURMET	TMA 583,957	06/17/2003
Southeastern Mills, Inc.	US	BETTER THAN BROTH		
Southeastern Mills, Inc.	US	MADE FROM SCRATCH QUALITY	4,462,146	01/07/2014

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Southeastern Mills, Inc.	Honduras	BETTER THAN BOUILLON	126133	10/10/2013
Southeastern Mills, Inc.	US	SUPERIOR TOUCH BETTER THAN BOUILLON and design		
Southeastern Mills, Inc.	Honduras	SUPERIOR TOUCH BETTER THAN BOUILLON and design	126569	11/11/2013
Southeastern Mills, Inc.	US	BECAUSE YOU BELIEVE IN BETTER	4,979,836	06/14/2016
Southeastern Mills, Inc.	US	BETTER THAN BOUILLON FOOD BASES BECAUSE YOU BELIEVE IN BETTER and design	4,886,966	01/12/2016
Southeastern Mills, Inc.	US	THE PERFECT HOT SAUCE	4,950,875	05/03/2016
Southeastern Mills, Inc.	US	THE ORIGINAL "LOUISIANA" BRAND THE PERFECT HOT SAUCE ONE DROP DOES IT Label Design	4,531,526	05/20/2014
Southeastern Mills, Inc.	US	BETTER THAN BOUILLON	4,890,450	01/19/2016
Southeastern Mills, Inc.	US	SHORE LUNCH and Forest Design	4,899,418	02/09/2016
Southeastern Mills, Inc.	US	LOUISIANA BRAND	4,950,877	05/03/2016
Southeastern Mills, Inc.	US	BETTER THAN BOUILLON FOOD BASED FUELED WITH FLAVOR	4,833,665	10/13/2015
Southeastern Mills, Inc.	US	LOUISIANA GOLD & Steam Boat Design	4,950,876	05/03/2016
Southeastern Mills, Inc.	US	RED ROOSTER and design	4,922,968	03/22/2016

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**TRADEMARK**  
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**Trademark Applications**

<b>Grantor</b>	<b>Country</b>	<b>Trademark Application</b>	<b>Application Serial No.</b>	<b>Application Filing Date</b>
Southeastern Mills, Inc.	US	SHORE LUNCH	86/241,406	04/03/2014
Southeastern Mills, Inc.	US	BETTER THAN BROTH	85/335,150	06/01/2011
Southeastern Mills, Inc.	US	NAKED FRY	85/726,708	09/12/2012
Southeastern Mills, Inc.	US	PERSONAL CHEF FLAVORS THAT FLOW with Chef Logo	85/758,252	10/19/2012
Southeastern Mills, Inc.	US	Naked Fry. All Bake. Never Fried. Logo	85/787,228	11/26/2012
Southeastern Mills, Inc.	Panama	SUPERIOR TOUCH BETTER THAN BOUILLON and design	224020-01	06/25/2013
Southeastern Mills, Inc.	US	Southeastern Mills and Mill Design (2014)	86/068,988	09/19/2013
Southeastern Mills, Inc.	US	SHORE LUNCH	86/241,406	04/03/2014
Grain Craft, Inc.	US	PUREWHEAT (stylized and/or with design)	88/294,563	
Southeastern Mills, Inc.	US	Bring the Heat	88/399,939	04/24/2019
Grain Craft, Inc.	US	Power and Smokestack Design		

Schedule I to Trademark Security Agreement

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**RECORDED: 11/14/2019**

**TRADEMARK  
REEL: 006796 FRAME: 0433**