

06-02-1998



100725762 OWNER OF PATENTS AND TRADEMARKS

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Cover Sheet
For Trademark Assignment
From Roche Bros., Inc.
To BankBoston, N.A., as Agent

Please record the enclosed Trademark Assignment Agreement between Roche Bros., Inc. and BankBoston, Inc., as Agent, dated as of May 7, 1998 (the "Assignment").

1. The name of the party conveying the interests is:

Roche Bros., Inc. (the "Assignor")

2. The name and address of the party receiving the interests is:

BankBoston, N.A., as Agent (the "Assignee")
100 Federal Street
Boston, Massachusetts 02110

3. Assignor has assigned to Assignee the two trademark registrations, two trademark applications and other property described in the Assignment.

4. The respective trademark registrations assigned pursuant to the Assignment, and with respect to which the Assignment is being recorded, are as follows:

TRADEMARK	UNITED STATES REGISTRATION NO.
Feline Feast	2,095,644
R. Roche Bros.	1,839,756

5. The respective trademark applications assigned pursuant to the Assignment, and with respect to which the Assignment is being recorded, are as follows:

TRADEMARK	APPLICATION SERIAL NO.
Sudbury Farms	75-289,519
Home Cooking To Go	75-243,692
Home Cooking To Go & Design	filed April 13, 1998

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ASSISTANT REGISTERAR

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02 FC:482 75.00 OF
03 FC:998 25.00 OF

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6. Correspondence relating to the Assignment or the recordation thereof should be sent to:

Gregory J. Getschman, Esq.
Goulston & Storrs, P.C.
400 Atlantic Avenue
Boston, MA 02110

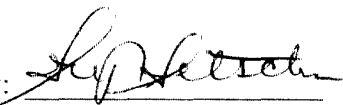
7. The Assignment conveys the interests described above with respect to a total of four (4) trademarks, and the total fee for recordation, which fee accompanies this cover sheet, is \$115.00.

8. The Assignment was executed as of May 7, 1998.

9. The Assignee is domiciled in the United States.

10. To the best of the undersigned's knowledge and belief, the information contained in this Cover Sheet is true and correct, and the copy of the Assignment accompanying this Cover Sheet and being recorded herewith is a true copy of the original Assignment.

IN WITNESS WHEREOF, the undersigned Assignee has executed this Cover Sheet this 21st day of May, 1998.

By: 
Name: Gregory J. Getschman
Title: Attorney for
BankBoston, N.A., as Agent

Total Page Count, Including
this Cover Sheet and the Assignment: 9

SCHEDULE A

This Schedule A is attached to a Collateral Assignment of Trademarks dated as of May 7, 1998 between Roche Bros., Inc. (whose full legal name is Roche Bros. Supermarkets, Inc.) and BankBoston, N.A., as Agent.

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
HOME COOKING TO GO & DESIGN		April 13, 1998
SUDBURY FARMS	75-289,519	May 9, 1997
HOME COOKING TO GO	75-243,692	Feb. 18, 1997
	<u>Reg. No.</u>	<u>Reg. Date</u>
FELINE FEAST	2,095,644	Sept. 9, 1997
R ROCHE BROS.	1,839,756	June 14, 1994

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks ("Agreement") is made as of May 7, 1998 between ROCHE BROS., INC., a Massachusetts corporation whose full legal name is Roche Bros. Supermarkets, Inc. and who, for purposes of the Trademarks (as such term is hereinafter defined) contemplated hereby is doing business as Roche Bros., Inc., and whose address is 70 Hastings Street, Wellesley, Massachusetts 02181 ("Assignor"), and BANKBOSTON, N.A., a national banking association whose head office is at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as agent (in such capacity, the "Agent") for the Banks (collectively, the "Banks") under and as defined in the Loan Agreement referred to below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement referred to below.

WHEREAS, Assignor, Agent and the Banks have executed and delivered a certain Revolving Credit and Term Loan Agreement dated as of May 7, 1998 (as the same may from time to time be amended, modified, supplemented and/or restated, the "Loan Agreement"), pursuant to which the Agent and the Banks will provide financial accommodations to Assignor; and

WHEREAS, Assignor desires to provide the Agent and the Banks with additional security in consideration of loans made or to be made to it by the Agent and the Banks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Agent as follows:

1. To secure the complete and timely satisfaction of all obligations of the Assignor to Agent under the Loan Agreement, the Notes, any other promissory notes executed by Assignor in connection with the Loan Agreement and all other obligations of Assignor to Agent, whether such obligations are direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising (collectively, the "Obligations"), Assignor hereby grants, assigns and conveys to Agent for the ratable benefit of the Banks the entire right, title and interest in and to the trademarks and trademark applications, if any, listed in Schedule A hereto and any amendments thereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The assignment is given as collateral to secure payment in full of all Obligations.

2. Assignor covenants and warrants that:

(a) Other than the Trademarks, Assignor owns no other federally registered trademarks or applications for such registration;

(b) Assignor is using the Trademarks in its business, and will continue to use the Trademarks on goods of the same type or kind and of the same quality as now exist so long as this Agreement shall be in force and effect;

(c) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable by Assignor and all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware are described in Schedule B hereto;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, collateral assignments, mortgages or other encumbrances, including without limitation licenses (other than licenses described in Schedule B) and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms; and

(f) Assignor has granted to Agent in this Agreement sufficient interest in the Trademarks, the associated goodwill, and in such other assets of Assignor to allow Agent, if necessary, to insure the continuity of usage of the Trademarks in the public domain.

3. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Agent's prior written consent.

4. Assignor authorizes Agent to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

5. Subject to termination by Agent in accordance with paragraph 6 hereof, Agent hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks for Assignor's own benefit and account and for none other (the "License"). Assignor agrees not to sell or assign its interest in, or grant any sublicense (except in the ordinary course of its business) under, the License without the prior written consent of Agent (which shall not be unreasonably withheld), and the sale or assignment, or grant of any sublicense (except in the ordinary course of its business), of any of the

Trademarks by Assignor to any third party absent the written consent of Agent shall be an Event of Default.

6. If an Event of Default shall have occurred, Agent may, by written notice, terminate the License. Upon Assignee's receipt of such notice (which receipt shall be conclusively presumed if the notice shall be mailed by registered or certified mail or if delivered by a nationally recognized courier service), the License shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as in effect in the Commonwealth of Massachusetts and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorneys' and paralegals' fees), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Assignor before any public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Bank or Banks may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall satisfy in full all of the Obligations, and if at the time the Banks are not committed to extend any credit to Assignor under the Loan Agreement or under any other Loan Document, Agent shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent and/or the Banks in connection with the preparation and enforcement of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate of interest set forth in Section 2.14 of the Loan Agreement.

9. If Assignor shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registrable or protectable under the trademark laws of the United States of America, and which Assignor, in the exercise of its good faith judgment, decides is commercially worthy of such registration, Assignor shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. Agent shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Agent do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent and/or the Banks in the exercise of their rights under this paragraph 10.

11. Assignor agrees to reimburse the Agent and the Banks for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Agent or any of the Banks) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

12. Assignor shall hold the Agent and the Banks harmless from any and all costs, damages and expenses which may be incurred by the Agent, the Banks or the Assignor in connection with any action or failure to act by the Agent or any Bank in connection with this Agreement, other than any action or failure to act occurring as a result of the gross negligence or willful misconduct of the Agent or any of the Banks.

13. No course of dealing between Assignor and the Agent or the Banks, nor any failure to exercise, nor any delay in exercising, on the part of Agent or the Banks, any right, power or privilege hereunder or under the Loan Agreement or any other agreement between the parties hereto 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.

14. All of Agent's and the Banks' rights and remedies with respect to the Trademarks, whether established hereby, the Security Agreement between the parties hereto dated as of even date herewith or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision

in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and the Banks.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the internal, substantive laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

ASSIGNOR:

ROCHE BROS., INC.

By: Dale E. Shores
Name: DALE E. SHORES
Title: TREASURER

ASSIGNEE:

BANKBOSTON, N.A., as Agent

By: [Signature]
Name:
Title:

ACKNOWLEDGED AND AGREED TO:

ROCHE BROS. SUPERMARKETS, INC.

By: Dale E. Shores
Name: DALE E. SHORES
Title: TREASURER

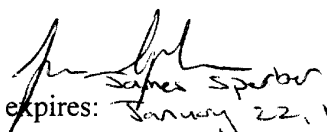
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

ss.

COUNTY OF NORFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18th day of May, 1998, personally appeared DALE E. SHORES to me known personally, and who, being by me duly sworn, deposes and says that he is the TREASURER of Roche Bros., Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said DALE E. SHORES acknowledged said instrument to be the free act and deed of said corporation.

Notary Public 
My commission expires: January 22, 1999

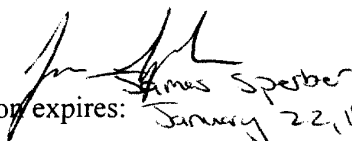
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