

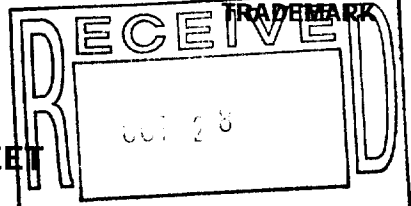
Md
10-28-98

11-04-1998



100868218

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Delta Food Group Inc. Execution Date
Month Day Year
10-26-98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Rolf D. Schmidt

DBA/AKA/TA _____

Composed of _____

Address (line 1) 205 Sweitzer Road

Address (line 2) _____

Address (line 3) Sinking Spring Pennsylvania/U.S. 19608
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization U.S.
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/02/1998 JSHABAZZ 00000065 75426605

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Fee OK

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1807 FRAME: 0522

Domestic Representative Name and Address

Enter for the first Receiving Party only.

N/A Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisa A. Thompson, Esquire

Name of Person Signing



Signature

10/27/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Bruce K. Redding, Jr.

DBA/AK/A/T/A

Composed of

Address (line 1)

2708 S. 86th Street

Address (line 2)

Address (line 3)

Philadelphia

City

Pennsylvania/U.S.

State/Country

19153

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

U.S.

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

RIDER TO SECURITY AGREEMENT - TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this ____ day of October, 1998, by and between DELTA FOOD GROUP, INC., a Pennsylvania corporation ("Grantor") with an address at 100 Commerce Drive, Aston, PA 19014, and ROLF D. SCHMIDT, an adult individual with an address of 205 Sweitzer Road, Sinking Spring, PA 19608, F.W. SCHMIDT, an adult individual with an address of 534 Ridge Avenue, Ephrata, PA 17522, and BRUCE K. REDDING, JR., an adult individual with an address of 2708 S. 86th Street, Philadelphia, PA 19153 (individually and collectively "Sureties"). This Rider is incorporated into and made part of that certain Indemnification and Security Agreement ("Security Agreement") between the Grantor and the Sureties, of even date herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and The Bryn Mawr Trust Company ("Bank") (all such documents including this Rider are collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

The Sureties desire to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, subordinate only to the security interest granted by the Grantor to the Bank in the Trademarks, to secure the Grantor's present and future liabilities to the Sureties ("Obligations"), and the Sureties desire to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor's present and future liabilities to the Sureties, the Grantor grants a lien and security interest to the Sureties, in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, such security interest of the Sureties subordinate only to the security interest granted by the Grantor to the Bank in and to the Trademarks.

2. **Maintenance of Trademarks.** The Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations to the Sureties are satisfied in full.

3. **Representations and Warranties.** The Grantor represents and covenants that: (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) except for the rights of the Bank, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notices as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor

has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Sureties and their agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this subparagraph 3(f).

4. **Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will not enter into any agreement including, without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Sureties prompt written notice thereof along with an amended Schedule "A".

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Sureties that an Event of Default has occurred under the Security Agreement of the Loan Documents and that the Sureties have elected to exercise their rights hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks and the Sureties shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Sureties.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Security Agreement or the Loan Documents, the Grantor hereby covenants and agrees that the Sureties, as holders of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Security Agreement or the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Sureties to make, constitute and appoint any agent of the Sureties as the Sureties may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Sureties to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Sureties to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Sureties such documents as the Sureties shall reasonably require to permanently assign all rights in the Trademarks to the Sureties, which documents shall be held by the Sureties, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Sureties may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions and conditions set forth in the Security Agreement and may not be modified without the written

consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Sureties shall be in addition to any rights and remedies granted to the Sureties under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents and full satisfaction of all of the Grantor's liabilities and obligations to the Sureties, the Sureties shall execute and deliver to the Grantor all documents necessary to terminate the Sureties' security interest in the Trademarks.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Sureties in connection with the preparation of this Rider 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 public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Sureties and until so paid shall be added to the principal amount of the Obligations to the Sureties and shall bear interest at the contract rate contained in the Loan Documents therefor. therefor.

12. **Prosecution of Trademark Applications.** (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty to prosecute diligently any Trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Sureties, the Grantor shall make federal application on registrable but unregistered Trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Sureties.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Sureties may, if the Grantor deems it necessary or after an Event of Default under the Security Agreement or the Loan Documents, be joined as a nominal party to such suit if the Sureties shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Sureties for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Sureties in the fulfillment of the provisions of this paragraph.

13. **Additional Remedies.** Upon the occurrence of an Event of Default under the Security Agreement or the Loan Documents, the Sureties may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Sureties' names, but at the Grantor's expense, and Grantor hereby agrees to reimburse the Sureties in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Sureties in protecting, defending and maintaining the Trademarks.

14. **GOVERNING LAW.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT

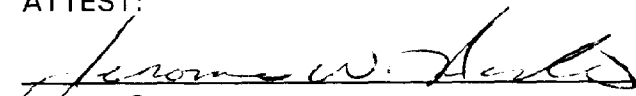
THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

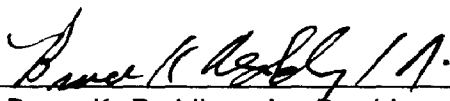
15. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument

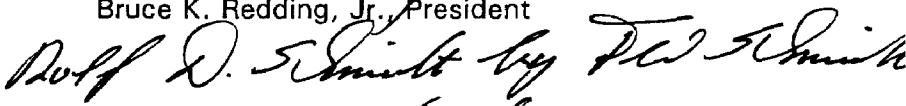
WITNESS the due execution hereof as a document under seal, as of the date first written above.

DELTA FOOD GROUP, INC., A PENNSYLVANIA CORPORATION

ATTEST:


Secretary

By: 
Bruce K. Redding, Jr., President


attorney in fact
Rolf D. Schmidt


F.W. Schmidt


Bruce K. Redding, Jr.

COMMONWEALTH OF PENNSYLVANIA : SS

COUNTY OF ~~MONTGOMERY~~ *Phila* :

On this the 26th day of October, 1998, before me, a Notary Public, the undersigned officer, personally appeared Bruce K. Redding, Jr. and Jeanne W. Fladed, who acknowledged themselves to be the President and Secretary, respectively, of Delta Food Group, Inc., a Pennsylvania corporation, and that they, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

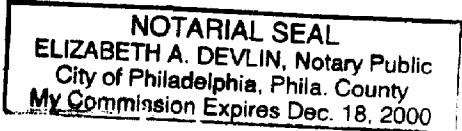
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth A. Devlin
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ~~MONTGOMERY~~ *Phila* :

SS



On this 26th day of October, 1998, before me, a Notary Public, the undersigned officer, personally appeared F. W. SCHMIDT, attorney in fact for ROLF D. SCHMIDT, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said person.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth A. Devlin
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ~~MONTGOMERY~~ *Phila* :

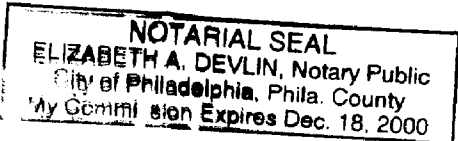
SS



On this 26th day of October, 1998, before me, a Notary Public, the undersigned officer, personally appeared F. W. SCHMIDT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth A. Devlin
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY *Phila* : *SS:*

On this 26th day of October, 1998, before me, a Notary Public, the undersigned officer, personally appeared BRUCE K. REDDING, JR., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Elizabeth A. Devlin
Notary Public

NOTARIAL SEAL
ELIZABETH A. DEVLIN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 18, 2000

SCHEDULE "A"
TO
RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>
Tab-Cost	2,103,152	10/07/1997
Delta Starch	2,177,846	08/04/1998
Flavor-Max (Application Pending)	75/426,605	1/30/1998

TRADEMARK ASSIGNMENT

WHEREAS, DELTA FOOD GROUP, INC., a Pennsylvania corporation (the "Grantor") is the owner of the entire right, title and interest in and to the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, The Bryn Mawr Trust Company, having a place of business at 801 Lancaster Avenue, Bryn Mawr, PA 19010, identified as the "Bank" under that certain Rider to Security Agreement - Trademarks of even date herewith (the "Grantee") is desirous of acquiring said Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof, and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this day of October, 1998.

[Handwritten initials]

DELTA FOOD GROUP, INC.,
A PENNSYLVANIA CORPORATION

ATTEST:

[Handwritten signature]
Secretary

By: *[Handwritten signature]*
Bruce K. Redding, Jr., President

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF ~~MONTGOMERY~~ *Phila* :

26th

George W. F. Lander

On this the day of October, 1998, before me, a Notary Public, the undersigned officer, personally appeared Bruce K. Redding, Jr. and , who acknowledged themselves to be the President and Secretary, respectively, of Delta Food Group, Inc., a Pennsylvania corporation, and that they, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Elizabeth A. Devlin

Notary Public
My Commission Expires:

<p>NOTARIAL SEAL ELIZABETH A. DEVLIN, Notary Public City of Philadelphia, Phila. County My Commission Expires Dec. 18, 2000</p>	<p>NOTARIAL SEAL ELIZABETH A. DEVLIN, Notary Public City of Philadelphia, Phila. County My Commission Expires Dec. 18, 2000</p>
---	---