

12-04-1998

Form PTO-1594
1-31-92

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EET
YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Katmandu Creations, Inc.

- ☐ Individuals
☐ General Partnership
☒ Corporation-State: California
☐ Other
- ☐ Association
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☒ Security Agreement
☐ Other
- ☐ Merger
☐ Change of Name

Execution Date: September 16, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/316,920 75/369,549
75/316,921 75/369,548
75/316,922 75/282,784

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kimberly V. MillerInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

2. Name and address of receiving party(ies):

Name: National Westminster Bank PLC

Internal Address: _____

Street Address: 175 Water StreetCity: New York State: New York ZIP: 10038

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State:
- ☒ Other Public Limited Company, incorporated in the United Kingdom

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)Additional name(s) & address(es) attached? ☐ Yes ☒ No

Trademark Registration No.(s)

6. Total number of applications and registrations involved

6

7. Total fee (37 CFR 3.41): \$ 165.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*Kimberly V. Miller

Name of Person Signing

Kimberly V. Miller

Signature

12/1/98

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, KATMANDU CREATIONS, INC., a California corporation (the "Assignor") with principal offices at 631 Howard Street, Suite 400, San Francisco, CA 94105, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of September 16, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 1st day of November, 1998.

KATMANDU CREATIONS, INC.

as Assignor

By: 

Name:

Title:

CLAUDE D. PERASSO

~~VICE PRESIDENT, GENERAL COUNSEL~~

Secretary

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

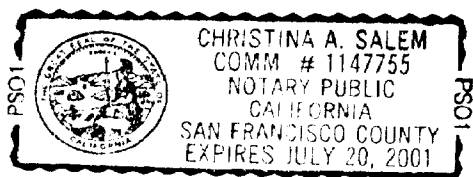
By: _____

Name:

Title:

California
STATE OF ~~NEW YORK~~)
San Francisco ss.:
COUNTY OF ~~NEW YORK~~)

On this 17th day of November, 1998, before me personally came
Claude D. Perasso who, being duly sworn, did depose and say that [s]he is
Secretary of Katmandu Creations, Inc., that [s]he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by
authority of the Board of Directors of said Corporation.



Christina A. Salem
Notary Public

TRADEMARK
REEL: 1821 FRAME: 0687

Katmandu Creations, Inc.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
FUZIO	75-316920	6/30/97
FUZIO UNIVERSAL PASTA Design	75-316921	6/30/97
FUZIO UNIVERSAL PASTA	75-316922	6/30/97
FUZIOTINI	75-369549	10/14/97
UNIVERSAL MARTINI	75-369548	10/14/97
UNIVERSAL PASTA	75-282784	4/29/97