

RECORDATION
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Tab settings

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies):

Proficient Food Company, INC

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc.

Internal Address:

Street Address: 399 Park Avenue

City: New York State: NY ZIP: 10043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

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

Execution Date: September 30, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,090,685

Additional numbers attached? Yes No

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

Name: Michael L. Perry

Internal Address: c/o Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street Suite 2400

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

03/15/1999 DMSUYEN 00000235 2090685

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40.00 DP

DO NOT USE THIS SPACE

File OK

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.

Michael L. Perry

Name of Person Signing

Michael L. Perry

Signature

10/5/98

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1867 FRAME: 0610

TRADEMARK SECURITY AGREEMENT

(Proficient Food Company)

WHEREAS, Proficient Food Company, a Delaware corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and Citicorp USA, Inc., as agent (the "Agent") are parties to an Amended and Restated Credit Agreement dated September 30, 1998 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Agent and certain other financial institutions that may from time to time become parties thereto as Lenders (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 30, 1998 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and the Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

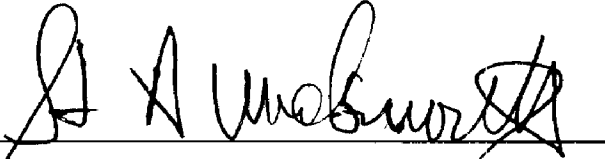
(a) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

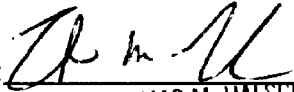
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its duly authorized officer as of the 30th day of September 1998.

PROFICIENT FOOD COMPANY

By: 
Title: _____

Acknowledged:

CITICORP USA, INC., as Agent

By: 
Title: THOMAS M. HALSCH
ATTORNEY-IN-FACT

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 1867 FRAME: 0612

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

ss.

On the 29th day of September, 1998 before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of Proficient Food Company, who being by me duly sworn, did depose and say that he/she is _____ of Proficient Food Company, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Frank N. Dagostino
Notary Public

{Seal}
My commission expires: 5/11/2000

FRANK N. DAGOSTINO
Notary Public State of New York
No. 314996102
Qualified in New York County
Commission Expires May 11, 2000

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York)

ss.

On the 29th day of September, 1998 before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of Citicorp USA, Inc. who being by me duly sworn, did depose and say that he/she is _____ of Citicorp USA, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Frank N. Dagostino
Notary Public

{Seal}
My commission expires: 5/11/2000

FRANK N. DAGOSTINO
Notary Public State of New York
No. 314996102
Qualified in New York County
Commission Expires May 11, 2000

TRADEMARKS

Mark	Registration Date	Registration Number
Proficient Food Company	8/26/97	2,090,685

TRADEMARK APPLICATIONS

None.

UNREGISTERED TRADE NAMES

DFC Trucking Co.