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Patent and Trademark Office
Docket No. 7933-223

1999 SEP 16 AM 10:44

To the Commissioner of Patents and Trademarks: Please record the attached original document. **OPR/PATENT**

| | |
|--|--|
| <p>1. Name of conveying party(ies): Nonni's Food Company, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Florida</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: Wells Fargo Bank, N.A. Internal Address: 17th Floor Street Address: 555 Montgomery Street City: San Francisco, State: CA ZIP: 94111</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input checked="" type="checkbox"/> Association: <u>National Banking Association</u> <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input type="checkbox"/> Other: _____</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>September 2, 1999</u></p> | <p>4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Trademark Application No.(s) <u>75/493,324</u></p> <p>B. Registration No.(s) <u>2,110,058</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Douglas L. Hendricks Morrison & Foerster 425 Market Street San Francisco, California 94105-2482</p> | <p>6. Total number of applications and trademark registrations involved: 2</p> <p>7. Total fee (37 C.F.R. § 3.41): \$ 65.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 7933-223</p> <p>8. Deposit account number: <u>03-1952</u></p> |

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Douglas L. Hendricks

Douglas L. Hendricks 9/13/99
Signature Date

Total number of pages comprising cover sheet, attachments and document: 6

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| 01 FC:481 | 40.00 OP |
| 02 FC:482 | 25.00 OP |

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

sf-749573

TRADEMARK
REEL: 001959 FRAME: 0478

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September [2], 1999, is made by is made by NONNI'S FOOD COMPANY, INC., a Florida corporation (the "Debtor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent for each of the Lenders (as defined hereinafter) (together with its successors and assigns in such capacity, the "Administrative Lender").

RECITALS

WHEREAS, the Debtor has entered into the Revolving Credit and Term Loan Agreement, dated as of December 23, 1998 (as amended, modified or supplemented from time to time, the "Credit Agreement"), among the Debtor, the financial institutions party thereto (the "Lenders"), and the Administrative Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor hereby agrees, for the benefit of the Administrative Lender and the Lenders, as follows:

1. DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt and complete payment and performance of the Obligations, the Debtor hereby assigns and pledges to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders, and hereby grants to the Administrative Lender for its benefit and the ratable benefit of each of the Lenders and the Swap Providers a security interest in, all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

- (a) all registered trademarks and service marks of the Debtor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks") listed Item A of Attachment 1 hereto;
- (b) all licenses of Trademarks to or by Debtor, including each Trademark license referred to in Item B of Attachment 1 hereto;
- (c) all reissues, extensions or, renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. SECURITY AGREEMENT

This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Administrative Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Lender for its benefit and the benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. RELEASE OF SECURITY INTEREST

Upon the payment in full of the Loans, expiration or termination of all Letters of Credit and the Commitments, termination of all Swap Contracts with the Swap Providers and payment of the other Obligations then due and payable, the security interest granted herein shall automatically terminate, and all rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination, the Administrative Lender shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as Debtor shall reasonably request to release the Lien upon the Trademark Collateral which has been granted hereunder to evidence such termination.

5. ACKNOWLEDGMENT

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

TRADEMARKS AND LICENSES

All material Trademark Collateral:

Item A:

| <u>Mark</u> | <u>Ser./Reg. No.</u> | <u>Filing/Reg. Date</u> |
|--|----------------------|--------------------------|
| CAPE COD CRANBERRY COOKIES (AND DESIGN) | 75/493,324 | 05/29/98 |
| CAPE COD CRANBERRY COOKIES (AND DESIGN) | 2,110,058 | 10/28/97 |
| CAPE COD CRANBERRY COOKIE CO. | 102003 | 12/20/96 (California) |
| CAPE COD CRANBERRY COOKIE CO. | 961146814 | 11/12/96 (Colorado) |
| CAPE COD CRANBERRY COOKIE CO. | T15982 | 11/13/96 (Georgia) |
| CAPE COD CRANBERRY COOKIE CO. | 079510 | 11/14/96 (Illinois) |
| CAPE COD CRANBERRY COOKIE CO. | 19970161 | 11/12/96 (Maine) |
| CAPE COD CRANBERRY COOKIE CO. | 53468 | 11/12/96 (Massachusetts) |
| CAPE COD CRANBERRY COOKIE CO. | 25560 | 11/13/96 (Minnesota) |
| CAPE COD CRANBERRY COOKIE CO. | 14359 | 11/14/96 (New Jersey) |
| CAPE COD CRANBERRY COOKIE CO. | R28501 | 12/05/96 (New York) |
| CAPE COD CRANBERRY COOKIE CO. | 961106 | 11/12/96 (Rhode Island) |
| CAPE COD CRANBERRY COOKIE CO. | 56216 | 11/16/96 (Texas) |

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