

**COVER SHEET SUBMITTED PURSUANT TO 37 CFR 3.31 WITH RESPECT TO TRADEMARKS
ASSIGNED UNDER TRADEMARK SECURITY AGREEMENT DATED SEPTEMBER 28, 1999 BY
REQUEST FOODS, INC. AS ASSIGNOR AND OLD KENT BANK AS ASSIGNEE**

1. Name and address of party conveying the interest in the trademarks: 10-28-1999

Request Foods, Inc., a Michigan
3460 John F. Donnelly Drive
Holland, Michigan 49424

MRD
10-25-99



101186062

2. Name and address of party receiving the interest in the trademarks:

Old Kent Bank
233 South Wacker Drive
Chicago, Illinois 60606

3. Description of interest conveyed: Collateral assignment of trademarks to secure indebtedness

4. Trademarks covered by the conveyance:

Trademark: R AND DESIGN
Reg. No.: 1,656,944
Reg. Date: 9/10/91

Trademark: "R" LOGO & REQUEST
Reg. No.: 1,727,872
Reg. Date: 10/27/92

Trademark: OVERBROOK FARMS
Reg. No.: 1,963,214
Reg. Date: 3/19/96

Trademark: OVERBROOK FARMS (& Design)
Reg. No.: 1,665,510
Reg. Date: 11/19/96

Trademark Application: DQF AND LOGO
Serial No.: 75/723,451
Filing. Date: 6/7/99

5. Correspondence with respect to this matter should be directed to:

Victor A. Des Laurier, Esq.
Fagel & Haber
140 South Dearborn Street, Suite 1400
Chicago, Illinois 60603

6. A total of five (5) trademarks are identified in this cover sheet for a total fee of \$140.00.

7. Total fee (37 CFR 3.41): \$140.00, is enclosed herewith.

**TRADEMARK
REEL: 001981 FRAME: 0054**

8. Deposit Account No.: This item is not applicable.
9. The cover sheet is submitted by Victor A. Des Laurier and, to the best of his knowledge and belief, the information contained in this cover sheet is true and accurate.



Victor A. Des Laurier

Dated: October 22, 1999

Doc ID: 134823-1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 28th day of September, 1999 by and between Request Foods, Inc., a Michigan corporation ("Request Foods"), and Old Kent Bank (the "Bank").

WITNESSETH:

WHEREAS, Request Foods and Bank are parties to that certain Loan and Security Agreement dated February 2, 1998, as amended or restated from time to time (collectively the "Loan Agreement"), pursuant to which Bank has and may hereafter from time to time, extend credit to Request Foods;

WHEREAS, Request Foods desires the Bank to provide a term loan facility to Request Foods to be used for the acquisition by Request Foods of certain assets of Overbrook Farms, Inc. (the "Additional Financial Accommodations"); and

WHEREAS, as a condition to the Bank providing the Additional Financial Accommodations to Request Foods, the Bank has required Request Foods to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the "Liabilities" (as defined in the Loan Agreement) and the "Covenants" (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Request Foods agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Liabilities and the Covenants, Request Foods hereby grants to the Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Request Foods' now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule "A" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Request Foods' business symbolized by the foregoing and connected therewith, and (e) all of Request Foods' rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Request Foods is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule "B" attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Request Foods and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. **Restrictions on Future Agreements.** Request Foods will not, without Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Request Foods further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Bank under this Agreement or the rights associated with the Trademarks or Licenses.

6. **New Trademarks and Licenses.** Request Foods represents and warrants to the Bank that (a) the Trademarks listed on Schedule "A" include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Request Foods, (b) the Licenses listed on Schedule "B" include all of the trademark license agreements and service mark license agreements under which Request Foods is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Request Foods to any Person other than the Bank. If, prior to the termination of this Agreement, Request Foods shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Request Foods shall give to the Bank written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Request Foods hereby authorizes the Bank to modify this Agreement unilaterally (i) by amending Schedule "A" to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule

"B" to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule "A" or "B" thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Request Foods hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies under paragraph 15 below or pursuant to the Loan Agreement shall be coextensive with Request Foods' rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Request Foods.

8. **Right to Inspect; Further Assignments and Security Interests.** The Bank may at all reasonable times (and at any time when and Event of Default or Default exists) have access to, examine, audit, make copies (at Request Foods' expense) and extracts from and inspect Request Foods' premises and examine Request Foods' books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Request Foods' ordinary business operations. From and after the occurrence of a Default or Event of Default, Request Foods agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Request Foods under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Request Foods agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Bank, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Bank's prior and express written consent.

9. **Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full in cash and the Loan Agreement has been terminated. When all of the Liabilities and Covenants have been indefeasibly paid and satisfied in full and this Agreement has terminated, the Bank shall promptly execute and deliver to Request Foods, at Request Foods' expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Agreement or the Loan Agreement.

10. **Duties of Request Foods.** Request Foods shall have the duty, to the extent desirable in the normal conduct of Request Foods' business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Request Foods further agrees (i) not to abandon any Trademark or License without the prior written consent of the Bank, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Request Foods' business. Any expenses incurred in connection with the foregoing shall be borne by Request Foods. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties,

but may do so at its option from and after the occurrence of a Default or Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Request Foods and shall be added to the Liabilities secured hereby.

11. **The Bank's Right to Sue.** From and after the occurrence of an Event of Default or Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, Request Foods shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. Request Foods shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

12. **Waivers.** The Bank's failure, at any time or times hereafter, to require strict performance by Request Foods of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Request Foods and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Request Foods contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to Request Foods specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.**

(a) Request Foods hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as Request Foods' true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Request Foods' or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default or Default, to (i) endorse Request Foods' name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its best interest. Request Foods hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities and Covenants shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated. Request Foods acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and

remedies of the Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Bank to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Request Foods agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the Other Agreements. Request Foods agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

16. **Successors and Assigns.** This Agreement shall be binding upon Request Foods and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. Request Foods' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Request Foods; provided, however, that Request Foods shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

17. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

18. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

21. **Merger.** This Agreement represents the final agreement of the Request Foods with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Request Foods and the Bank.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REQUEST FOODS, INC.,
a Michigan corporation

By: Joel P. DeWitt
Its: PRESIDENT

Accepted and agreed to
as of the day and
year first above written.

OLD KENT BANK

By: Mark D. Stephens
Its: Officer

SCHEDULE "A"
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

None, except:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
R AND DESIGN	September 10, 1991	1,656,944
"R" LOGO & REQUEST	October 27, 1992	1,727,872
OVERBROOK FARMS	March 19, 1996	1,963,214
OVERBROOK FARMS (& Design)	November 19, 1996	1,665,510

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
DQF AND LOGO	June 7, 1999	75/723,451

SCHEDULE "B"
TO
TRADEMARK SECURITY AGREEMENT

License Agreements

None, except:

NONE

STATE OF MI)
) SS
COUNTY OF Ottawa)

The foregoing Trademark Security Agreement was acknowledged before me by Jack L. DeWitt,
the President of Request Foods, Inc., on behalf of such corporation.

GIVEN under my hand an notarial seal this 28th day of September, 1999.

Connie Knap
Notary Public
My commission expires: 2/17/2003

Connie Knap, Notary Public
Ottawa County, State of Michigan
Acting in Ottawa County
My commision expires 2-17-2003

STATE OF Illinois)
) SS
COUNTY OF Cook)

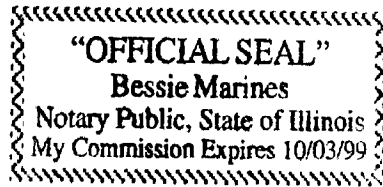
The foregoing Trademark Security Agreement was acknowledged before me by Mark Stephenson
an officer of Old Kent Bank, on behalf of such Bank.

GIVEN under my hand an notarial seal this 29th day of September, 1999.

Bessie Marines

Notary Public

My commission expires: 10/03/99



Doc ID: 131495-1