



Tab settings

101247322

To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):  
Overhill Farms, Inc. and  
Overhill L.C. Ventures, Inc.

MRD  
12-23-99

- Individual(s)
- General Partnership
- Corporation-State - Nevada and 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: November 24, 1999

2. Name and address of receiving party(ies)  
Name: Union Bank of California, N.A.

Internal Address: Attn: Mr. Albert Joseph

Street Address: 445 South Figueroa Street

City: Los Angeles State: CA ZIP: 90071

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

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

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

A. Trademark Application No.(s)

75-663736

B. Trademark Registration No.(s)

1228615

Additional numbers attached?  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn  
Legal Assistant

Street Address: 2049 Century Park East  
21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 25.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
20-0072

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

DO NOT USE THIS SPACE

9. Statement and signature.

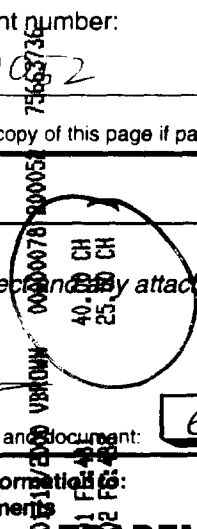
To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document.

Sara Hoehn  
Name of Person Signing

Sara Hoehn  
Signature

12/23/99  
Date

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



## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of November 24, 1999, is made by OVERHILL FARMS, INC., a Nevada corporation, and OVERHILL L.C. VENTURES, INC., a California corporation (each a "Grantor" and collectively the "Grantors"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantors and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to Bank this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Bank hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein. As used in this Agreement the following terms shall have the following respective meanings:

"Copyright License" shall mean any and all rights now owned or hereafter acquired by any Person under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or existing or hereafter adopted or acquired by any Person: (a) all copyrights and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States or any territory thereof, or any other country or any political subdivision thereof; and (b) all extensions or renewals thereof.

"Goodwill" shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulate, quality control standards, designs, operating and training manuals, customer lists and distribution agreements now or hereafter owned or acquired by any Person.

"Patent License" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Patents" shall mean all of the following in which any Person now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

"Trademark License" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark.

"Trademarks" shall mean all of the following now owned or existing or hereafter adopted or acquired by any Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered) all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all Goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations of such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Covenants Regarding Intellectual Property Collateral.

(a) Each Grantor shall notify Bank immediately if it knows or has reason to know (i) that any application or registration relating to any of its Licenses, Patents, Trademarks or Copyrights that are material to the operation of its business may become abandoned or dedicated, or (B) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any such License, Patent, Trademark or Copyright that is material to the operation of its business, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Bank prior written notice thereof, and, upon request of Bank, such Grantor shall execute and deliver any and all security documents as Bank may request to evidence Bank's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Bank to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall determine that (i) such Patent, Trademark or Copyright is not material to the conduct of its business or (ii) in its reasonable judgment, it is not desirable to such Grantor's business to register such Patent, Trademark or Copyright.

(d) In the event that any of any Grantor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, such Grantor shall notify Bank

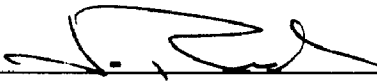
promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property is in no way material to the conduct of its business or operations, promptly sue for, and seek recovery of any and all damages resulting from, such infringement, misappropriation or dilution, and shall take such other actions as Bank shall deem appropriate under the circumstances to protect such Intellectual Property.

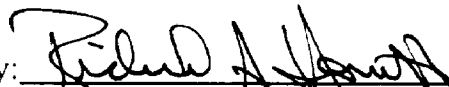
4. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.


**"Grantors"**

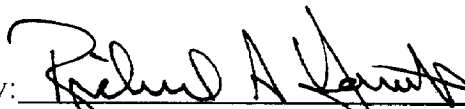
OVERHILL FARMS, INC., a Nevada corporation

By:   
James Rudis  
President and Chief Executive Officer

By:   
Richard A. Horvath  
Vice President and Chief Financial Officer

OVERHILL L.C. VENTURES, INC., a California corporation

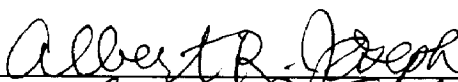
By:   
James Rudis  
President and Chief Executive Officer

By:   
Richard A. Horvath  
Vice President and Chief Financial Officer

Agreed to and Acknowledged by:

**"Bank"**

UNION BANK OF CALIFORNIA, N.A.

By:   
Name: Albert R. Joseph  
Title: Vice President

**SCHEDULE I**

**INTELLECTUAL PROPERTY**

PART A – Patents and Patent Licenses

**Overhill Farms, Inc.**

None

**Overhill L.C. Ventures, Inc.**

None

PART B – Trademarks and Trademark Licenses

**Overhill Farms, Inc.**

Overhill Farms® (Registration #1228615); Ready-to-go; Dine-2-Nite

Licensing Agreement, dated January 26, 1988, between International House of Pancakes, Inc., and Overhill Farms, Inc., granting Overhill Farms right to use mark “International House Of Pancakes Restaurant” and Design.

**Overhill L.C. Ventures, Inc.**

Assignment of Trademark made by Creative Foods International, Inc. in favor of Overhill L.C. Ventures, Inc., relating to the application for registration of the mark “Latin Cravings.” Such application is pending with the U.S. Patent and Trademark Office (Serial # 75-663736).

PART C – Copyrights and Copyright Licenses

**Overhill Farms, Inc.**

None

**Overhill L.C. Ventures, Inc.**

None