

8-7-00

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Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
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09-08-2000



RECOF 101452335
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- New
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Document ID #
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Reel # Frame #
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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09/08/2000 MTHA11 00000084 1859043

01 FC:481
02 FC:482

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,859,043"/>	<input type="text" value="1,880,991"/>	<input type="text" value="1,887,047"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

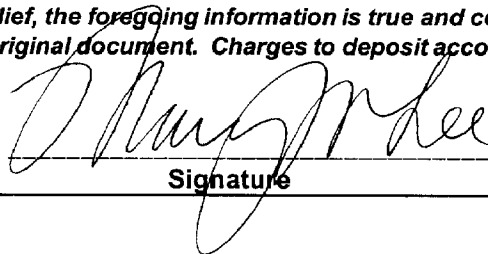
No

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. Charges to deposit account are authorized, as indicated herein.

Mary M. Lee

Name of Person Signing



Signature

August 2, 2000

Date Signed

IN THE DISTRICT COURT OF OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

NOV 24 1999

PATRICIA PRESLEY, COURT CLERK
By _____
Deputy

REYNOLDS RIDINGS VOGT & MORGAN,
P.L.L.C., an Oklahoma Professional Limited
Liability Company, in its capacity as Trustee
of the Cocina de Mino Creditors Trust ,

Plaintiff,

vs.

Case No. CJ-99-5224-32

COCINA DE MINO, INC., an Oklahoma
corporation, and BANK OF OKLAHOMA,
N.A.,

Defendants.

JOURNAL ENTRY OF JUDGMENT

This matter comes before the Court on this 23rd day of November, 1999 for an agreed Journal Entry of Judgment in favor of the Plaintiff, Reynolds Ridings Vogt & Morgan, P.L.L.C. ("Trustee") and Bank of Oklahoma, N.A. ("BOK") on their respective claims in this case. The Trustee is present through its attorney of record, James Vogt; BOK is present through its attorney of record, Michael Rubenstein; and Defendant, Cocina De Mino, Inc. ("CDM") is present through its attorney of record, Daniel Woska. After reviewing the court file, the pleadings, the representations and stipulations of counsel, the Court finds as follows:

1. CDM is indebted to BOK on its defaulted Promissory Note in the face amount of \$10,000 dated November 1, 1997, with a present principal balance of \$5,857.55 together with accrued interest in the amount of \$134.20 as of October 27, 1999, accruing at the per diem rate of \$1.10 until paid in full. This Note is secured by CDM's 1990 Mercedes 1219 20' reefer tractor truck, serial number 1MBZB81A4LN761995 on which BOK has a first and senior perfected security interest.

2. CDM is also indebted to BOK on its defaulted Promissory Note in the face amount of \$175,000 dated November 1, 1997, with a present principal balance of \$137,245.31 together with accrued interest in the amount of \$5,321.54 as of October 27, 1999, accruing at the per diem rate of \$30.49 until paid in full. This Note is secured by all of CDM's personal property assets including but not limited to its inventory, accounts, contract rights, general intangibles, trade name, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash, fixtures, machinery, equipment, china, utensils, furniture, parts, accessories, proceeds and products thereof (collectively referred to as the "Collateral"), over which BOK has a first and senior perfected security interest.

3. Trustee is owed \$607,688.55 by CDM based on obligations of CDM to Trustee contained in and arising under CDM's earlier Bankruptcy Plan of Reorganization. The obligations of CDM to the Trustee are in default. This obligation is secured by a second lien on the Collateral.

4. The Court is mindful that all of the Collateral is now held by and under the control of Good Chicken, Inc. in its capacity as Receiver over CDM in this case. To satisfy the money judgments to which BOK and the Trustee are herein entitled, the Collateral shall be promptly liquidated by BOK and Trustee with the Receiver's and CDM's cooperation and in accordance with the Oklahoma Uniform Commercial Code. The Court recognizes that CDM agrees with this sale process and is committed to assist in regards thereto.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED by this Court that Bank of Oklahoma, N.A. has and is now granted a money judgment against Cocina De Mino, Inc. in the amounts of (i) \$6,024.75 and (ii) \$143,481.55 together with its attorneys fees of \$15,000 associated with this action. Furthermore, that the Plaintiff, Reynolds Ridings Vogt &

Morgan, P.L.L.C. as Trustee has and is now granted a money judgment against Cocina De Mino, Inc. in the amount of \$607,688.55 together with its attorneys fees of \$9,000.⁰⁰ and court costs of \$ - 0 - .

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Collateral shall be sold by BOK and the Trustee with the Receiver's and CDM's cooperation and in accordance with the Uniform Commercial Code, and that the proceeds of such sale shall be applied first to the costs and expenses associated with the receivership and such sale, second to pay BOK on its money judgment herein, third to pay Trustee to apply towards its money judgment herein, and last if there be any proceeds remaining thereafter, to be paid into court to await further order.



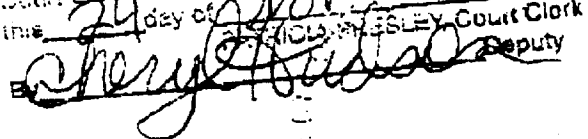
OKLAHOMA COUNTY DISTRICT COURT
JUDGE DANIEL OWENS

APPROVED

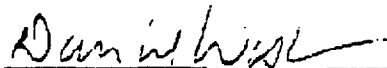


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I, PATRICIA PHELPS, County Clerk for Oklahoma County, Oklahoma, hereby certify that the foregoing is a true, correct and complete copy of the instrument hereinbefore recorded and of record in the District Court Clerk's Office of Oklahoma County, Oklahoma, this 24 day of November, 1999.


PATRICIA PHELPS, County Clerk
Deputy

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MARG124-566/370159