

11-02-2000



101503450

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

10-18-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

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/AK/A/T/A
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- 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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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

(212) 909-7471

Name

Lee T. Barnum

Address (line 1)

Debevoise & Plimpton

Address (line 2)

875 Third Avenue

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

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

#

21

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)

76/055,423 76/054,035 76/054,032

76/055,422 76/054,034 76/054,031

76/054,036 76/054,033 76/054,030

Number of Properties

Enter the total number of properties involved.

#

29

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

740.00

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.

Lee T. Barnum

10/12/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

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 the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

76/054,029	75/891,938	75/891,930
75/891,949	75/891,937	75/891,929
75/891,948	75/891,936	75/891,928
75/891,947	75/891,935	75/891,927
75/891,946	75/891,934	75/891,926
75/891,945	75/891,932	75/891,925
75/891,939	75/891,931	

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Item 9. Statement and Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet, confirming that to the best of the persons knowledge and belief, the information contained on the cover sheet is correct and that any copy of the document is a true copy of the original document. Enter the total number of pages including the cover sheet, attachments, and document.

Public burden reporting for this sample cover sheet is estimated to average approximately 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed to complete the sample cover sheet. Send your comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (065-0011), Washington, D.C. 20503 (DO NOT SEND COMPLETED COVER SHEETS WITH ASSIGNMENTS TO THIS ADDRESS).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2000 (the "Effective Date"), made by TheSauce.com Inc., a Delaware corporation (the "Pledgor"), to Alliant Foodservice, Inc. a Delaware corporation (the "Lender").

W I T N E S S E T H :

WHEREAS, pursuant to the Loan Agreement dated as of October 12, 2000, by and among the Borrower and the Lender (as the same may be amended or modified, or the requirements thereof waived, the "Loan Agreement"), the Lender has agreed to continue to make one or more Standby Loans to the Pledgor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to section 3.1 of the Loan Agreement, the Pledgor agreed to execute and deliver a trademark security agreement to the Lender;

NOW, THEREFORE, in consideration of the promises and to induce the Lender to continue to make Standby Loans to the Pledgor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees with the Lender, as follows:

SECTION 1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Loan Agreement and used herein are so used as so defined.

(b) The following terms shall have the following meanings:

"Agreement": this Trademark Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Secured Obligations": all obligations and liabilities of the Pledgor which may arise under or in connection with this Agreement or any other Loan Document, in each case, whether on account of principal, interest, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Secured Party that are required to be paid by the Pledgor pursuant to the terms of this Agreement or any other Loan Document).

"Secured Party": Alliant Foodservice, Inc.

"Trademark Collateral": as defined in Section 2 of this Agreement.

"Trademarks": as defined in Section 2 of this Agreement.

(c) The words "hereof," "herein" and "hereunder" and words of similar 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 and paragraph references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. Grant of Security. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Pledgor hereby assigns, pledges and grants to the Secured Party a security interest in all of the following property now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (the "Trademark Collateral"): all United States trademarks, service marks, trade names, trade dress or other indicia of trade origin ("Trademarks"), trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark.

SECTION 3. Representations and Warranties. The Pledgor hereby represents and warrants as to itself and its Trademark Collateral as follows:

(a) **Power and Authority.** The Pledgor has the corporate power and authority, and the legal right, to make, deliver and perform its obligations under, and to grant the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of, and grant of the security interest in the Trademark Collateral to the extent provided in, and pursuant to, this Agreement.

(b) **Title; No Other Liens.** Except for the Liens granted to the Secured Party pursuant to this Agreement, the Loan Agreement or the other Loan Documents, the Pledgor is (or, in the case of after-acquired Trademark Collateral, will be) the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto free and clear of any and all Liens. No security agreement, financing statement or other public notice similar in effect with respect to all or any part of the Trademark Collateral is on file or of record in any public office, except such as may have been filed in favor of the Secured Party pursuant to this Agreement.

(c) Perfected First Priority Liens. (i) This Agreement is effective to create, as collateral security for the Secured Obligations, valid and enforceable Liens on the Trademark Collateral in favor of the Secured Party.

(ii) Except with regard to Liens upon Trademarks and Trademark Licenses to the extent that (A) such Liens cannot be perfected by the filing of financing statements under the Code in accordance herewith or by the filing and acceptance thereof in the United States Patent and Trademark Office or (B) such Trademark Collateral is not, individually or in the aggregate, material to the business of Pledgor, the Pledgor and its respective Subsidiaries taken as a whole, upon filing of the financing statements delivered to the Secured Party by the Pledgor on the Effective Date in the jurisdictions listed on Schedule II hereto and the recording of this Agreement in the United States Patent and Trademark Office, and the making of filings in any other jurisdiction in the United States as may be necessary under any Requirement of Law after the Closing Date, the Liens created pursuant to this Agreement will constitute valid Liens on, and, to the extent provided herein, perfected security interests in, the Trademark Collateral in the United States in favor of the Secured Party, which Liens will be prior to all other Liens on the Trademark Collateral, and which Liens are enforceable as such as against all other Persons, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(d) Schedule I is Complete; All Filings Have Been Made. Set forth in Schedule I is a complete and accurate list of the material United States trademark registrations and applications for registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), owned by the Pledgor as of the date hereof. The Pledgor has made all necessary filings and recordations to protect and maintain its interest in the trademark registrations and applications for registration set forth in Schedule I as of the date hereof, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark office.

(e) Trademarks are Subsisting and Valid. As of the date hereof, each trademark registration and application for registration of the Pledgor set forth in Schedule I is subsisting and has not been adjudged invalid. The Pledgor has notified the Secured Party in writing of all uses of any material item of Trademark Collateral of which the Pledgor is aware which could reasonably be expected to lead to such material item becoming invalid, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, except where such invalidity would not reasonably be expected to have a Material Adverse Effect.

(f) No Previous Assignments or Releases. Except as permitted by the Loan Documents or as required by law, the Pledgor has not made a previous agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral. Except as permitted by the Loan Documents or as required by law, the Pledgor has not granted any exclusive license, release, covenant not to sue, or non-assertion assurance to any Person with

respect to any material part of the Trademark Collateral which would have a Material Adverse Effect.

(g) Proper Statutory Notice. The Pledgor has used reasonable and proper statutory notice in connection with its use of each federally registered trademark and service mark contained in Schedule I, and has used the notice designation "TM" in connection with its use of its respective trademarks and service marks that are not federally registered but for which an application for federal registration has been made, in each case, to the extent reasonably and commercially practicable and customary within the relevant industry.

(h) No Knowledge of Claims Likely to Arise. The Pledgor has no knowledge of the existence of any right or any claim (other than as provided by this Agreement or the other Loan Documents) that is likely to be made under or against any item of Trademark Collateral contained on Schedule I which would have a Material Adverse Effect.

(i) No Knowledge of Existing or Threatened Claims. No claim has been made and is continuing and, to the best of the Pledgor's knowledge, no claim is threatened that the use by the Pledgor of any item of Trademark Collateral is invalid or unenforceable or that the use by the Pledgor of any Trademark Collateral does or may violate the rights of any Person, which would have a Material Adverse Effect. To the best of the Pledgor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I which would have a Material Adverse Effect.

(j) Consistent Standards of Quality. The Pledgor uses generally consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps reasonably necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality, except as would not have a Material Adverse Effect.

The Pledgor agrees that the foregoing representations and warranties shall be deemed to have been made by the Pledgor on and as of each date on which a Standby Loan is made by the Lender to the Pledgor under the Loan Agreement, in each case as though made on and as of each such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

SECTION 4. Covenants. The Pledgor covenants and agrees with the Secured Party that, from and after the date of this Agreement until the payment in full of the Standby Loans and the other Secured Obligations then due and owing and the termination of the Standby Loan Commitments:

(a) Further Documentation; Delivery of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Secured Party or the Pledgor, as the case may be, and at the sole expense of the Pledgor, the Pledgor or the Secured Party, as the case may be, will promptly and duly execute and deliver such further instruments and documents and take such further action as the Secured Party or the Pledgor, as the case may be, may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement

and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. The Pledgor also hereby authorizes the Secured Party to file any such financing or continuation statement without the signature of the Pledgor to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction. The Secured Party agrees to notify the Pledgor and the Pledgor agrees to notify the Secured Party of any financing or continuation statement filed by it pursuant to this Section 4(a), provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing.

(b) Indemnification and Expenses. The Pledgor agrees to pay, and to save the Secured Party and its respective agents, officers, directors and successors harmless from, any and all liabilities and reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay by the Pledgor in complying with any material Requirement of Law applicable to any of the Trademark Collateral, or (ii) in connection with any of the transactions contemplated by this Agreement, provided that such indemnity shall not, as to the Secured Party, be available to the extent that such liabilities, costs and expenses resulted from the gross negligence or willful misconduct of the Secured Party. In any suit, proceeding or action brought by the Secured Party under any of the Trademark Collateral for any sum owing thereunder, or to enforce any of the Trademark Collateral, the Pledgor will save, indemnify and keep the Secured Party and its respective agents, officers, directors and successors harmless from and against all expense, loss or damage suffered by reason of any defense or counterclaim raised in any such suit, proceeding or action.

(c) Maintenance of Records. The Pledgor will keep and maintain at its own cost and expense reasonably satisfactory and complete records of the Trademark Collateral, and shall mark such records to evidence this Agreement and the Liens and the security interests created hereby. For the Secured Party's further security, the Secured Party shall have a security interest in all of the Pledgor's books and records pertaining to the Trademark Collateral, and the Pledgor shall permit the Secured Party or its representatives to review such books and records upon reasonable advance written notice during normal business hours at the location where such books and records are kept and at the reasonable request of the Secured Party.

(d) Right of Inspection. Upon reasonable written advance notice to the Pledgor and at reasonable intervals, or at any time and from time to time after the occurrence and during the continuance of an Event of Default, the Secured Party shall have reasonable access during normal business hours to all the books, correspondence and records of the Pledgor, and the Secured Party and its respective representatives may examine the same, and to the extent reasonable take extracts therefrom and make photocopies thereof, and the Pledgor agrees to render to the Lender, at the Pledgor's reasonable cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(e) Compliance with Laws, etc. The Pledgor will comply in all material respects with all material Requirements of Law applicable to the Trademark Collateral or any part thereof, except to the extent that the failure to so comply would not be reasonably expected to materially adversely affect in the aggregate the Secured Party's rights hereunder, the priority of its Liens on the Trademark Collateral or the value of the Trademark Collateral.

(f) Further Identification of Trademark Collateral. The Pledgor will furnish to the Secured Party from time to time such statements and schedules further identifying and describing the Trademark Collateral, and such other reports in connection with the Trademark Collateral, as the Secured Party may reasonably request, all in reasonable detail.

(g) Security Interest in Any Newly Adopted or Acquired Trademark Collateral. The Pledgor agrees that, should it obtain an ownership interest in any United States trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), which is not now a part of the Trademark Collateral, (i) the provisions of Section 2 hereof shall automatically apply thereto, (ii) any such United States trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), together with the goodwill of the business connected with the use of same and symbolized by same, shall automatically become part of the Trademark Collateral and (iii) with respect to any ownership interest in any United States trademark or service mark registration or application for trademark or service mark registration included in the Trademark Collateral that the Pledgor should obtain, it shall give notice thereof to the Secured Party in writing within 30 days after the end of the calendar quarter in which such ownership interest is obtained. The Pledgor authorizes the Secured Party to modify this Agreement by amending Schedule I (and will cooperate reasonably with the Secured Party in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), of which it receives notice under this Section 4(g).

(h) Maintenance of the Trademark Collateral. Except as permitted in the Loan Documents, the Pledgor agrees to take all reasonably necessary steps in the United States Patent and Trademark Office or in any United States court, to (i) maintain each trademark or service mark registration, and (ii) pursue each application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and misappropriation proceedings, except in each case in which the Pledgor has reasonably determined that any of the foregoing is not of material economic value to it. The Pledgor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, or application for trademark or service mark registration, to which it is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by the Pledgor.

(i) The Pledgor Shall Not Abandon Any Trademark Collateral. Except as set forth in this Section 4(i), the Pledgor shall not discontinue use of or otherwise abandon any trademark or service mark, or any pending application for registration or registration of any trademark or service mark, without the written consent of the Secured Party, not to be unreasonably withheld, unless the Pledgor shall have previously determined that such use or the pursuit or maintenance of such application or registration is not of material economic value to it, in which case the Pledgor will, at least annually, give notice of any such abandonment to the Secured Party in writing, in reasonable detail.

(j) Infringement of Any Trademark Collateral. In the event that the Pledgor becomes aware that any item of the Trademark Collateral which the Pledgor has reasonably determined to be material to its business is infringed or misappropriated by a third party, and that a Material Adverse Effect upon the Pledgor is likely, the Pledgor shall promptly notify the Secured Party in writing, in reasonable detail, and shall take such actions as the Pledgor deems reasonably appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Pledgor. The Pledgor will advise the Secured Party promptly and in writing, in reasonable detail, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Trademark Collateral which has a Material Adverse Effect.

(k) Use of Statutory Trademark Notice. Consistent with the Pledgor's current practice, the Pledgor shall use proper statutory notice in connection with its use of each of its federally registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" in connection with its use of its adopted trademarks and service marks that are not federally registered but for which application for federal registration has been made, in each case, to the extent reasonably and commercially practicable and customary in the relevant industry.

(l) Maintenance of the Quality of Goods and Services of the Trademark Collateral. Except as provided in Section 4(i) hereof, the Pledgor shall take all steps which it or the Secured Party deems reasonably appropriate under the circumstances to preserve and protect its material Trademark Collateral, including, without limitation, maintaining the generally consistent standards of quality of any and all products or services used or provided in connection with the material Trademark Collateral, consistent with the generally consistent standards of quality and services as of the Effective Date, and taking all steps reasonably necessary to ensure that all licensed users of any of said material Trademark Collateral use consistent standards of quality.

(m) Limitation on Liens on Collateral. The Pledgor will not create, incur or permit to exist, will defend the Trademark Collateral against, and will use reasonable best efforts to remove any material Lien or material adverse claim on or to any of the Trademark Collateral, other than the Liens created hereby and will defend the right, title and interest of the Secured Party in and to any of the Trademark Collateral against the claims and demands of all Persons whomsoever, except where failure to defend would not have a Material Adverse Effect.

(n) Notices. The Pledgor will advise the Secured Party promptly and in writing, in reasonable detail (i) of any Lien (other than Liens created hereby, under the Loan Agreement or any of the other Loan Documents on any of the material Trademark Collateral, (ii) of the occurrence of any other event which would reasonably be expected in the aggregate to have a material adverse effect on the aggregate value of the Trademark Collateral or the Liens created hereunder.

(o) Limitations on Dispositions of Collateral. Without the prior written consent of the Secured Party, not to be unreasonably withheld, the Pledgor will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, any of the material Trademark Collateral, or attempt, offer or contract to do so, except as permitted by the Loan Documents or except as required by law.

SECTION 5. Secured Party's Appointment as Attorney-in-Fact.

(a) Powers. The Pledgor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Pledgor and in the name of the Pledgor or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be reasonably necessary or desirable to accomplish the purposes of this Agreement to the extent permitted by law, and, without limiting the generality of the foregoing, the Pledgor hereby gives the Secured Party the power and right, on behalf of the Pledgor, without notice to or assent by the Pledgor, to do the following at any time when any Event of Default shall have occurred and be continuing, and to the extent permitted by law:

(i) to execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may reasonably request to evidence the Secured Party's security interest in any of the Trademark Collateral and the goodwill of the Pledgor relating thereto or represented thereby;

(ii) to pay or discharge Liens levied or placed on the Trademark Collateral, other than Liens permitted under this Agreement; and

(iii) (A) to direct any party liable for any payment under any of the Trademark Collateral to make payment of any and all moneys due or to become due thereunder directly to the Secured Party or as the Secured Party shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Trademark Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Trademark Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any thereof and to enforce any other right in respect of any Trademark Collateral; (E) to defend any suit, action or proceeding brought against the Pledgor with respect to any of the Trademark

Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate; (G) subject to any pre-existing reserved rights or licenses, to assign any item of the Trademark Collateral (along with the goodwill of the business to which any such Trademark Collateral pertains), for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Pledgor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Trademark Collateral and the Secured Party's Liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Pledgor might do.

The Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the payment in full of the Standby Loans and the other Secured Obligations then due and owing and the termination of the Standby Loan Commitments.

(b) Other Powers. The Pledgor also authorizes the Secured Party, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Secured Party. The powers conferred on the Secured Party hereunder are solely to protect the Security Party's interests in the Trademark Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Pledgor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

SECTION 6. Performance by the Secured Party of Pledgor's Obligations. If the Pledgor fails to perform or comply with any of its agreement contained herein and the Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Secured Party incurred in connection with such performance or compliance, together with interest thereon at a rate per annum 2% above the rate then applicable to all outstanding Standby Loans, shall be payable by the Pledgor to the Secured Party on demand and shall constitute Secured Obligations secured hereby.

SECTION 7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, (a) all Proceeds of any Collateral received by the Pledgor consisting of cash, checks and other near-cash items shall be held by the Pledgor in trust for the Secured Party, segregated from other funds of the Pledgor, and at the request of the Secured Party shall, forthwith upon receipt by the Pledgor, be turned over to the Secured Party in the exact form received by the Pledgor (duly indorsed by the Pledgor to the Secured Party if required) and (b)

any and all such Proceeds received by the Secured Party (whether from the Pledgor or otherwise) shall be held by the Secured Party as collateral security for the Secured Obligations (whether matured or unmatured), and/or then or at any time thereafter may, in the sole discretion of the Secured Party, be applied by the Secured Party against the Secured Obligations then due and owing in the following order of priority:

FIRST, to the payment of all reasonable costs and expenses incurred by the Secured Party in connection with this Agreement, the Loan Agreement, any other Loan Document or any of the Secured Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, and any other reasonable costs or expenses incurred in connection with the exercise by the Secured Party of any right or remedy under this Agreement, the Loan Agreement, or any other Loan Document;

SECOND, to the ratable satisfaction of all other Secured Obligations; and

THIRD, to the Pledgor, or to whomsoever may be lawfully entitled to receive the same.

SECTION 8. Remedies. If an Event of Default shall occur and be continuing, the Secured Party may exercise all rights and remedies of a secured party under the Code, and, to the extent permitted by law, all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations. Without limiting the generality of the foregoing, the Secured Party, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, to the extent permitted by law, forthwith collect, receive, appropriate and realize upon the Trademark Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Trademark Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right, to the extent permitted by law, upon any such sale or sales, to purchase the whole or any part of the Trademark Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby waived and released. The Pledgor further agrees, at the Secured Party's request, to assemble all or part of the documents and things embodying the Trademark Collateral and make it available to the Secured Party at places which the Secured Party shall reasonably select, whether at the Pledgor's premises or elsewhere. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Pledgor shall supply to the Secured Party or its designee the Pledgor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and the Pledgor's customer lists and other records and documents relating to such Trademark Collateral and to the

manufacture, distribution, advertising and sale of such products and services. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Trademark Collateral or in any way relating to the Trademark Collateral or the rights of the Secured Party hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment and performance in whole or in part of the Secured Obligations then due and owing, in the order of priority specified in Section 7 hereof, and only after such application and after the payment by the Secured Party of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Secured Party account for the surplus, if any, to the Pledgor. To the extent permitted by applicable law, (a) the Pledgor waives all claims, damages and demands it may acquire against the Secured Party arising out of the repossession, retention or sale of the Trademark Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of them, and (b) if any notice of a proposed sale or other disposition of Trademark Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademark Collateral are insufficient to pay the then outstanding Secured Obligations, including the reasonable fees and disbursements of any attorneys employed by the Secured Party to collect such deficiency.

SECTION 9. Limitation on Duties Regarding Preservation of Collateral. The Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Trademark Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Secured Party deals with similar property for its own account. Neither the Secured Party, nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Trademark Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trademark Collateral upon the request of the Pledgor or any other Person.

SECTION 10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Trademark Collateral are powers coupled with an interest and are irrevocable until the payment in full of the Standby Loans, and the other Secured Obligations then due and owing and the termination of the Standby Loan Commitments.

SECTION 11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 13. No Waiver, Cumulative Remedies. Neither the Secured Party nor the Pledgor shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Secured Party or the Pledgor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party or the Pledgor of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party or the Pledgor would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

SECTION 14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Pledgor and the Secured Party, provided that, if requested by the Pledgor, any provision of this Agreement for the benefit of the Secured Party may be waived by the Secured Party in a written letter or agreement executed by the Secured Party or by telex or facsimile transmission from the Secured Party. This Agreement shall be binding upon and shall inure to the benefit of the Pledgor and the Secured Party and their respective successors and assigns, except that the Pledgor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

SECTION 15. Notices. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with Section 9.1 of the Loan Agreement.

SECTION 16. Governing law. This agreement shall be governed by the laws of the State of New York.

SECTION 17. Release of Collateral and Termination This Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms and the security interest created by this Agreement shall not be released until such time as the indefeasible payment in full of the Standby Loans, and the other Secured Obligations then due and owing shall have occurred, and the Standby Loan Commitments shall have been terminated, at which time the Trademark Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Party and the Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Pledgor, provided that if any payment, or any part thereof, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Pledgor or any other Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or a trustee or similar officer for, the Pledgor or any other Loan Party or any substantial part of their respective property, or otherwise, this Agreement, all rights hereunder and the Liens created hereby shall continue to be effective, or be reinstated, as though such

payments had not been made. Upon request of the Pledgor following any such termination, the Secured Party shall reassign (at the sole cost and expense of the Pledgor) to the Pledgor any Trademark Collateral held by the Secured Party hereunder, and execute and deliver (at the sole cost and expense of the Pledgor) to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination and reassignment.

SECTION 18. Interpretation. In the event of a conflict between any term of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 19. Integration. This Agreement and the other Loan Documents represent the entire agreement of the Pledgor and the Secured Party with respect to the subject matter hereof and there are no promises or representations by the Pledgor, the Secured Party relative to the subject matter hereof not reflected or referred to herein or therein.

SECTION 20. Submission To Jurisdiction; Waivers.. The Pledgor and the Lender waive trial by jury in any legal action or proceeding relating to this Agreement. The Pledgor and the Lender also waive, to the maximum extent not prohibited by law, any right either of them may have to claim or recover in any legal action or proceeding referred to in this Section 20 any punitive damages.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

THESAUCE.COM INC.

By: *[Signature]*
Title: *Chief Financial officer*

ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF BY:

ALLIANT FOODSERVICE, INC.

By: _____
Title: _____
Address: _____

"Express Mail" mailing label No. EE42863866905
Date of Deposit OCTOBER 18, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service Express Mail Post Office to Addressee" service under 39 U.S.C. 110 on the date indicated above and is subject to the Copyright Act of 1976 and Trademark Act of 1946, D.O. 2003.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On the 11 day of October 2000, before me personally came John A. Powers to me known, who, being by me duly sworn, did depose and say he resides at 1013 Webster #2 Ch. IL 60614 and that he is the C.F.O. of THE SAUCE.COM INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



Marie O. Aguilar
Notary Public

STATE OF _____)
) SS.:
COUNTY OF _____)

On the _____ day of _____ 2000, before me personally came _____ to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the _____ of ALLIANT FOODSERVICE, INC. the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public

[Notarial Seal]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

THESAUCE.COM INC.

By: _____
Title:

ACKNOWLEDGED AND AGREED AS OF THE DATE HEREOF BY:

ALLIANT FOODSERVICE, INC.

By: 
Title:
Address: **ANDREW B. SZAFRAN**
VICE PRESIDENT & TREASURER

Express Mail mailing label No. EE428638669US

Date of Deposit October 18, 2000

I hereby certify that this paper or fee is being deposited with the United States Patent Office, Express Mail, and Office of Trademark Deposits, P.O. Box 110, Washington, DC 20540, in accordance with the Trademark Act of 1946, as amended, and the Trademark Rules of 1947, as amended, 37 C.F.R. 201.31.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ 2000, before me personally came _____ to me known, who, being by me duly sworn, did depose and say he resides at _____ and that he is the _____ of THE SAUCE.COM INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

Notary Public

[Notarial Seal]

STATE OF Illinois)
) ss.:
COUNTY OF Lake)

On the 11th day of Oct 2000, before me personally came Andrew B. Szafran to me known, who, being by me duly sworn, did depose and say he resides at Deerfield, Illinois and that he is the VPA Treasurer of ALLIANT FOODSERVICE, INC. the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Betty Cannon
Notary Public

[Notarial Seal]



SCHEDULE I

TO

THESAUCE.COM TRADEMARK SECURITY AGREEMENT

Dated as of October 12, 2000

Trademarks Owned By

THESAUCE.COM INC.

1. U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
------------------	-----------------------------	------------------------------

1. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
STYLIZED EIGHTY-SIX THE HEADACHES	76-055,423	May 24, 2000
EIGHTY-SIX THE HEADACHES	76-055,422	May 24, 2000
“86” THE HEADACHES	76-054,036	May 23, 2000
“86” THE HEADACHES	76-054,035	May 23, 2000
EIGHTY SIX THE HEADACHES	76-054,034	May 23, 2000
86 THE HEADACHES	76-054,033	May 23, 2000
STYLIZED 86 THE HEADACHES	76-054,032	May 23, 2000
STYLIZED 86 THE HEADACHES	76-054,031	May 23, 2000

STYLIZED EIGHTY-SIX THE HEADACHES	76-054,030	May 23, 2000
86 THE HEADACHES	76-054,029	May 23, 2000
WHERE SERVERS RULE	75-891,949	January 7, 2000
WHERE SERVERS RULE	75-891,948	January 7, 2000
EATINGOUTLOUD	75-891,947	January 7, 2000
EATINGOUTLOUD.COM	75-891,946	January 7, 2000
Saucepan design	75-891,945	January 7, 2000
Stylized TheSauce.Com	75-891,939	January 7, 2000
Swirl design	75-891,938	January 7, 2000
ONE CUP SOLUTION, TWO CUPS REVOLUTION	75-891,937	January 7, 2000
1 CUP SOLUTION, 2 CUPS REVOLUTION	75-891,936	January 7, 2000
FLYINTHESOUP	75-891,935	January 7, 2000
FLYINTHESOUP	75-891,934	January 7, 2000
FLYINTHESOUP.COM	75-891,932	January 7, 2000
FLYINTHESOUP.COM and design	75-891,931	January 7, 2000
FLYINTHESOUP.COM and design	75-891,930	January 7, 2000
Fly design	75-891,929	January 7, 2000
Fly design	75-891,928	January 7, 2000
THESAUCE	75-891,927	January 7, 2000
THESAUCE.COM	75-891,926	January 7, 2000
THESAUCE.COM and design	75-891,925	January 7, 2000

SCHEDULE II

TO

THESAUCE.COM TRADEMARK SECURITY AGREEMENT

Dated as of October 12, 2000

EXISTING SECURITY INTERESTS

SCHEDULE III

TO

THESAUCE.COM TRADEMARK SECURITY AGREEMENT

Dated as of October 12, 2000

Filing Jurisdictions

U.S. Patent and Trademark Office