

01-29-2001



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

R)

101597310

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Trinidad/Benham Holding Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Delaware

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK, B.A., NEW YORK BRANCH

Internal Address: _____

Street Address: 245 Park Avenue

City: New York State New York ZIP: 10167

3. Nature of conveyance: **1-18-01**

Assignment Merger
 Security Agreement Change of Name
 Other _____


Execution Date: July 31, 2000

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - _____
 Other Cooperative Banking Organization

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)
 1,990,325
 1,945,127



01-18-2001
 U.S. Patent & TMO/TM Mail Rcpt Dt. #34

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
 Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed \$65.00
 Authorized to be charged to deposit account.

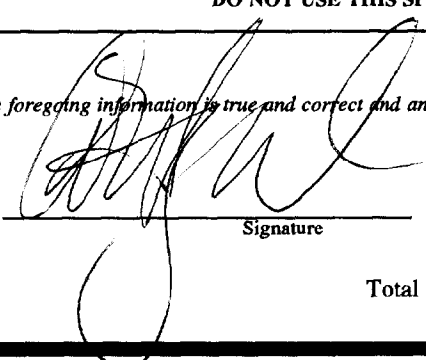
(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. **65E**

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.

Andre M. Szuwalski  1/12/01
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

01/29/2001 GT0N11 00000032 1990325

01 FC:481 40.00 DP
02 FC:482 25.00 DP

TRADEMARK SECURITY AGREEMENT

WHEREAS, TRINIDAD/ BENHAM HOLDING COMPANY, a Delaware corporation ("Parent"), and TRINIDAD/ BENHAM CORP., a Colorado corporation ("TBC"), both having an address at 3650 South Yosemite, Suite 300, Denver, Colorado 80237 (Parent and TBC are referred to hereinafter, each individually as a "Grantor" and together as the "Grantors") own the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and are parties to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantors and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), as administrative agent for the Banks (as such term is defined in the Credit Agreement, as defined below) (Rabobank, in its capacity as administrative agent for the Banks, the "Secured Party"), having an address at 245 Park Avenue, New York, New York 10167, and the Banks are parties to that certain Credit Agreement dated as of July 31, 2000 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made by the Banks to the Grantors as the Borrowers; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of November 13, 1996 (as amended by that certain Amendment to the Security Agreement dated as of May 15, 1998 and as the same may be further amended and in effect from time to time, the "Security Agreement") among the Grantors and Secured Party, Grantors have granted to Secured Party a security interest in certain of the assets of Grantors, including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined herein), Trademark registrations, Trademark applications and Trademark Licenses (as defined herein), together with the goodwill of the business symbolized by Grantors' Trademarks and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. Definitions. As used herein, the following terms have the following meanings:

"Trademark License" means any written agreement now, or hereafter in existence granting to the either Grantor any right to use any Trademark, including, without limitation, the agreements identified on Schedule 1.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and

recordings thereof now owned by either Grantor and all applications in connection therewith, including, without limitation, 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 thereof or any other country or any political subdivision thereof, including, without limitation, those identified in Schedule 1; (b) all reissues, extensions and renewals thereof; (c) all income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Section 2. Security Interest.

The Grantors grant to Secured Party a continuing security interest in all of Grantors' right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms

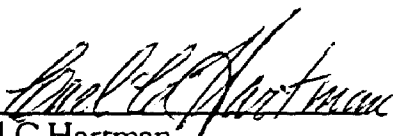
and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officers thereunto as of the 31st day of July, 2000.

Acknowledged:

GRANTORS:

TRINIDAD/BENHAM HOLDING COMPANY
TRINIDAD/BENHAM CORP.

By: 

Carl C Hartman
President and Chief Executive Officer
of both Grantors

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK NEDERLAND",
NEW YORK BRANCH, as agent

By: _____

J. Scott Taylor
Vice President

By: _____

Name: _____

Title: _____

and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by their duly authorized officers thereunto as of the 31st day of July, 2000.

Acknowledged:

GRANTORS:

TRINIDAD/BENHAM HOLDING COMPANY
TRINIDAD/BENHAM CORP.

By: _____
Carl C Hartman
President and Chief Executive Officer
of both Grantors

SECURED PARTY:

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A., "RABOBANK NEDERLAND",
NEW YORK BRANCH, as agent

JSTC

By: *J. Scott Taylor*
J. Scott Taylor
Vice President

By: *Ian Reece*
Name: IAN REECE
Title: Senior Credit Officer

ACKNOWLEDGMENT

STATE OF Colorado)
) §.
COUNTY OF Denver)

This instrument was acknowledged before me this 1ST day of Aug, 2000, by Carl C Hartman, President and Chief Executive Officer of Trinidad/ Benham Corp., a Colorado corporation, on behalf of such corporation and of Trinidad/Benham Holding Company, a Delaware corporation, on behalf of such corporation.

{Seal}

Janne Swalls
Notary Public in and for the State of Colorado

My commission expires:

My Commission Expires
09/01/2003

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2000, by J. Scott Taylor, Vice President of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, a banking organization organized and existing under the laws of the Netherlands, acting through its New York branch.

{Seal}

Notary Public in and for the State of _____

My commission expires:

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2000, by Carl C Hartman, President and Chief Executive Officer of Trinidad/ Benham Corp., a Colorado corporation, on behalf of such corporation and of Trinidad/Benham Holding Company, a Delaware corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

My commission expires:

ACKNOWLEDGMENT

STATE OF IL)
) §.
COUNTY OF Cook.)

This instrument was acknowledged before me this 1 day of Aug, 2000, by J. Scott Taylor, Vice President of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, a banking organization organized and existing under the laws of the Netherlands, acting through its New York branch.

{Seal}

Yvette Hernandez
Notary Public in and for the State of IL

My commission expires:
3-6-2001

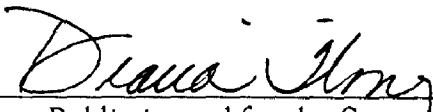


ACKNOWLEDGMENT

STATE OF NEW YORK)
) S.
COUNTY OF NEW YORK

This instrument was acknowledged before me this 2nd day of AUG., 2000, by IAN REECE, SENIOR V.P. of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH a banking organization organized and existing under the laws of the Netherlands, acting through its New York branch.

{Seal}



Notary Public in and for the State of _____
My commission expires: _____

DIANA WONG
Notary Public, State of New York
No. 4973432
Qualified in Rockland County
Certified in New York County
Commission Expires October 22, 2000

Schedule 1
to
Trademark Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Trinidad/Benham Holding		BEAN BUDDIES	1,990,325	74-539,877	6/20/94	Soup mixes, packaged dry beans (International class 29)
		CORAZON & Design	TMA 303,567			
Trinidad/Benham Corp.		EVANS & Design	1,081,925	90,183	6/14/76	Legumes, dried vegetables (Int'l class 29); unpopped popcorn, pearl barley (Int'l class 31)
Trinidad/Benham Corp.		PEAK	2,119,628	75-200,172	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30); Legumes, beans, sunflower seeds, peas, lentils, barley, and unpopped popcorn (Int'l class 31)
Trinidad/Benham Corp.		PEAK COOKQUIK	2,268,018	75-200,245	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30)
Trinidad/Benham Corp.		⁴ PEAK CUISINE	2,167,010	75-200,226	11/19/96	Vegetable oils, dried beans, dried peas, dried lentils, mixed beans, soup mixes (Int'l class 29); Rice (Int'l class 30)
Trinidad/Benham Corp.		PEPITO	831,561	72-247,971	6/13/66	Popcorn (Int'l class 30, US class 46)
Trinidad/Benham Corp.		RANCH WAGON	1,128,512	122,894	4/15/77	Household aluminum foil (int'l class 6)
Trinidad/Benham Corp.		RODDY BOY	1,222,767	73-297,960	2/20/81	Dried beans, chick peas, and lentils (Int'l class 29, US class 46); unpopped popcorn (Int'l class 31, US class 46)
Trinidad/Benham Corp.		ROMANINA	1,395,959	73-560,432	9/27/85	Canned vegetables, olive oil and marinated salad, excluding macaroni

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Trinidad/Benham Corp.		SHAMROCK ALUMINUM FOIL	1,463,286	654,095	4/4/87	salad, pasta salad and rice salad (Int'l class 29, US class 46)
Trinidad/Benham Holding Company		THAT'S A LOTTA BEANS	1,945,127	74-539,584	6/20/94	Aluminum foil (int'l class 6)
Trinidad/Benham Corp.*		"THE BEST THING NEXT TO FOOD"	1,412,017	73-589,120	3/20/86	Soup mixes and packaged dried beans (Int'l class 29)
Trinidad/Benham Corp.*		AMERICANA	1,441,773	73-628,949	11/6/86	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		CHEFS CHOICE	1,945,219	74-558,043	8/8/94	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		CHEFS CHOICE	1,922,315	74-558,046	8/8/94	Microwave popcorn (Int'l class 30, US class 46)
Trinidad/Benham Corp.*		CHEFS PRIDE	2,067,851	74-727,265	9/11/95	Unprocessed beans (Int'l class 31, US class 46)
Trinidad/Benham Corp.*		EMERALD	0,988,240	72-454,067	4/6/73	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		MASTER WRAP	1,012,060	73-001,355	9/19/73	Aluminum foil sold for food wrapping and other household uses (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		SILV-O-LINE	1,001,196	72-461,039	6/22/73	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		UNIVERSAL	0,873,322	72-303,974	7/31/68	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		WONDERFOIL	1,218,860	73-276,333	9/2/80	Aluminum foil (Int'l class 6, US class 14)
Trinidad/Benham Corp.*		LA FLEUR	(application sent to USPTO on	76-041,555	5/5/00	Dried beans (Int'l class 29, US class 46); Unpopped popcorn (Int'l class 31, US class 14)

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Trinidad/Benham Corp.*		BUDGET BUY	1,807,040 PENDING	74-356,605	2/8/93	Aluminum foil (Int'l class 6, US class 14); Plastic sandwich bags, plastic trash bags and plastic wrap (Int'l class 16, US class 2, 37); Paper plates (Int'l class 21, US class 2)
Trinidad/Benham Corp.*		CHEF'S CHOICE	1,952,524	74-558,041	8/8/94	Pepper (Int'l class 30, US class 46)
Trinidad/Benham Corp.*		PANTRY	(application sent to USPTO on 5/2/00) PENDING	76-041,556	5/5/00	Dried peas, dried beans and lentils (Int'l class 29, US class 46); Rice and pearl barley (Int'l class 30, US class 46); Unpopped popcorn (Int'l class 31, US class 1, 46)

* Being acquired

Trademark Licenses		
Agreement	Parties	Date of Agreement
Limited license to use trademarks JACK RABBIT and JACK RABBIT and design	CONAGRA, INC. as licensor and TRINIDAD/BENHAM CORP. as licensee	8/7/00