

06-19-2001

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <u>Georgia Nut Company</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>WFO</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Cole Taylor Bank</u> Internal Address: <u>Suite 650</u> Street Address: <u>111 West Washington</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60602</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>National Banking Association</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 11, 2001</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/202,450</u></p>	<p>B. Trademark Registration No.(s) <u>2,330,244</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Donald R. Lorenzen</u> Internal Address: <u>Sachnoff & Weaver, Ltd.</u> Street Address: <u>30 South Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>240.00</u></p> <p><input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature. <i>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.</i></p> <p><u>Donald R. Lorenzen</u> Name of Person Signing</p>	<p><u>Donald R. Lorenzen</u> Signature</p> <p><u>06/11/01</u> Date</p> <p style="text-align: right;">10</p>
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Total number of pages including cover sheet, attachments, and document:

06/19/2001 TDIAZI 0000024 76202450
01 FC:481 40.00 OP
02 FC:482 125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Refund Ref: 06/19/2001 TDIAZI
CHECK Refund \$75.00

TRADEMARK
REEL: 002315 FRAME: 0423

Schedule A
to
Trademark Security Agreement

Registered Trademarks

Mark	Registration Date	Registration Number
TEENIES	March 14, 2000	2,330,244
SPECKLS!	July 6, 1999	2,260,019
DRIZZLS!	December 29, 1998	2,215,456
GEORGIA'S	July 15, 1997	2,078,310

Trademark Applications

Mark	Application Date	Serial Number
CHOCO LOTZ	January 30, 2001	76-202450
GEORGIA'S MALT TEENIES	March 9, 1998	75-446727

Unregistered Trademarks

None.

Tradenames

Linder House

Internet Domain Names

www.georgianut.com

Schedule B
to
Trademark Security Agreement

Licenses

None

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of April 11, 2001, by and between Georgia Nut Company, an Illinois corporation ("**Borrower**"), and Cole Taylor Bank ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith by and between Borrower and Lender (the "**Loan Agreement**"), Lender has, subject to the satisfaction of certain conditions precedent, agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of Borrower; and

WHEREAS, Lender has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations, that the Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

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

3. Security Interest in Trademarks and Licenses. To secure a prompt, complete and timely payment, performance and satisfaction of all of the Secured Obligations, Borrower hereby grants to Lender, for the benefit of Lender, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect

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thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Borrower is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**").

4. New Trademarks and Licenses. Borrower hereby represents and warrants to Lender that (i) Schedule A sets forth all of the Trademarks owned by Borrower as of the date of this Agreement, (ii) Schedule B sets forth all of the Licenses held by Borrower as of the date of this Agreement and (iii) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. Borrower hereby agrees that if, prior to the termination of this Agreement, Borrower shall obtain rights to any new Trademarks, file any application for registration thereof, become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new License, then (i) the provisions of this Agreement shall automatically apply thereto, (ii) Borrower shall promptly furnish written notice thereof to Lender together with information sufficient to permit Lender, upon its receipt of such notice, to modify this Agreement, as appropriate, by amending Schedules A and B and (iii) Borrower shall execute and deliver, with regard to any Trademarks, any agreements, instruments and documents that Lender may reasonably request from time to time to further effect and confirm the assignment and grant of security interest created by this Agreement in such Trademarks, and Borrower hereby appoints Lender, at all times during the continuance of an Event of Default, its attorney-in-fact to execute, deliver and record any and all such agreements, instruments and documents for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed and such power, being coupled with an interest, shall be irrevocable for so long as this Agreement shall be in effect with respect to Borrower.

5. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Borrower's rights thereunder and

with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

6. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Obligations and termination of the Loan Agreement, this Agreement shall terminate.

7. Duties of the Borrower. Borrower shall (i) prosecute diligently any Trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registrable trademarks or service marks as Borrower deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Borrower's rights in the Trademarks and Licenses whether now existing or hereafter acquired or arising, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

8. Lender's Right to Sue. After the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all Costs incurred by Lender in the exercise of such enforcement (including, without limitation, reasonable attorneys' fees).

9. Waivers. No course of dealing between Borrower and Lender and no failure or delay on the part of Lender to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a waiver of any of Lenders' rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

10. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Borrower and Lender.

11. Cumulative Remedies; Power of Attorney. All of the rights and remedies of Lender with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby appoints Lender and all Persons as Lender may designate, in its sole and absolute discretion, as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be revocable until all of the Secured Obligations shall have been paid in full and all financing

arrangements between Lender and Borrower shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

12. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to Lender, for the benefit of Lender, and its nominees. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower. Borrower shall not assign its obligations hereunder without Lender's prior written consent.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with Section 19.13 of the Loan Agreement.

15. Duty of Lender. Lender shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at their option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Secured Obligations secured hereby.


16. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement, dated for reference purposes only as of the 11th day of April, 2001.

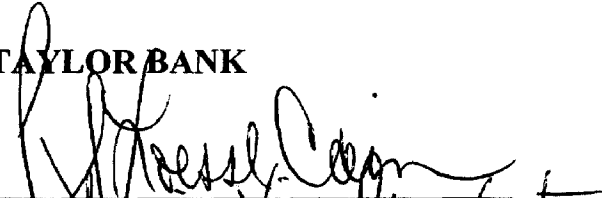
BORROWER:

GEORGIA NUT COMPANY

By: 
Its: C.O.O.

Acknowledged and Agreed to in
Chicago, Illinois, as of this
11th day of April, 2001.

COLE TAYLOR BANK

By: 
Its: Senior Vice President