

11-05-2002

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102272237

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

1. Name of conveying party(ies):

La Marca Foods, L.L.C.

10-30-02

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 08/07/2001

2. Name and address of receiving party(ies)

Name: Cole Taylor Bank

Internal

Address:

Street Address: 4801 W. Golf Road

City: Skokie State: IL Zip: 60077

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1818090,

1835588, 1821532, 2076793

Additional number(s) attached  Yes  No

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

Name: Lisa A. Rothstein

Internal Address: Chuhak & Tecson, P.C.

Street Address: 30 S. Wacker Drive, Suite 2600

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lisa A. Rothstein

Name of Person Signing

*Lisa A. Rothstein*

Signature

October 24, 2002

Date

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

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

11/01/2002 6TOM11 00000186 1818090

01 FC:8021  
02 FC:8522

40.00 DP  
75.00 DP

TRADEMARK  
REEL: 2610 FRAME: 0833

CONSENT - LA MARCA FOODS LLC

This Consent ("Consent") is dated August 7, 2001, and is given by La Marca Foods, L.L.C. ("Borrower"), Arthur R. Velasquez ("Art") and Timothy Poisson ("Tim")(together Art and Tim shall be referred to herein as the "Guarantors") to Cole Taylor Bank ("Lender").

**RECITALS**

Borrower and Guarantors are indebted to the Lender by virtue of that certain Assumption and Amended and Restated Loan and Security Agreement dated as of August 6, 1999 (the "Loan Agreement"), that certain Overdraft Term Note ("Note 1") dated September 15, 1999 in the original principal amount of [REDACTED] and that certain Revolving Note dated as of August 6, 1999 in the original principal amount of [REDACTED] [REDACTED] ("Note 2"), and that certain Guaranty of Guarantors dated January 25, 1999 (the "Guaranty"). Note 1 and Note 2 are secured by all of the business assets of Borrower (the "Collateral").

The Note 1 and Note 2 are in default. Borrower and Guarantors have requested that Lender forbear from pursuing Guarantors individually under the Guaranty. Lender has agreed to so forbear until such time as the business assets of Borrower are sold by Lender.

NOW, WHEREFORE Borrower and Guarantors do hereby surrender all of the Collateral on the attached Exhibit A, to or for the benefit of Lender. Each of the undersigned acknowledges and agrees that either a private sale or public sale of the Collateral sold in bulk or piecemeal to a purchaser or purchasers approved by Lender for an aggregate purchase price of [REDACTED] [REDACTED] is a reasonable sale for purposes of the Illinois Uniform Commercial Code. The undersigned specifically consent to the sale of the Collateral to

Baja Foods, LLC. Additionally, each of the undersigned waives the right to notification of the disposition of the Collateral at any time after the date hereof, whether such disposition is by private sale, or any public sale. Moreover, the Borrower and the Guarantors waive the right to redeem the Collateral under Section 9-623 of the Illinois Uniform Commercial Code.

[REDACTED]

Each of the undersigned shall make the Collateral available for turnover to any purchaser of the Collateral upon Lender's request.

Each of the undersigned acknowledges and agrees that the sale of the Collateral shall not be deemed a waiver by the Bank of any deficiency balance that may result after the Collateral is sold and shall not be deemed an election by the Bank under the Uniform Commercial Code section 9-620.

This Consent is executed on August 7 2001 and shall not expire.

LA MARCA FOODS, LLC

By: [Signature]  
Name: Arthur R. Velasquez  
Title: Manager

[Signature]  
Arthur R. Velasquez, Member

Timothy Poisson, individually

[Signature]  
Arthur R. Velasquez, individually

Timothy Poisson, Member

Baja Foods, LLC. Additionally, each of the undersigned waives the right to notification of the disposition of the Collateral at any time after the date hereof, whether such disposition is by private sale, or any public sale. Moreover, the Borrower and the Guarantors waive the right to redeem the Collateral under Section 9-623 of the Illinois Uniform Commercial Code.

[REDACTED]

Each of the undersigned shall make the Collateral available for turnover to any purchaser of the Collateral upon Lender's request.

Each of the undersigned acknowledges and agrees that the sale of the Collateral shall not be deemed a waiver by the Bank of any deficiency balance that may result after the Collateral is sold and shall not be deemed an election by the Bank under the Uniform Commercial Code section 9-620.

This Consent is executed on Aug 8<sup>th</sup>, 2001 and shall not expire.

LA MARCA FOODS, LLC

By: \_\_\_\_\_  
Name: Arthur R. Velasquez  
Title: Manager

Timothy Poisson  
Timothy Poisson, Member

\_\_\_\_\_  
Arthur R. Velasquez, Member

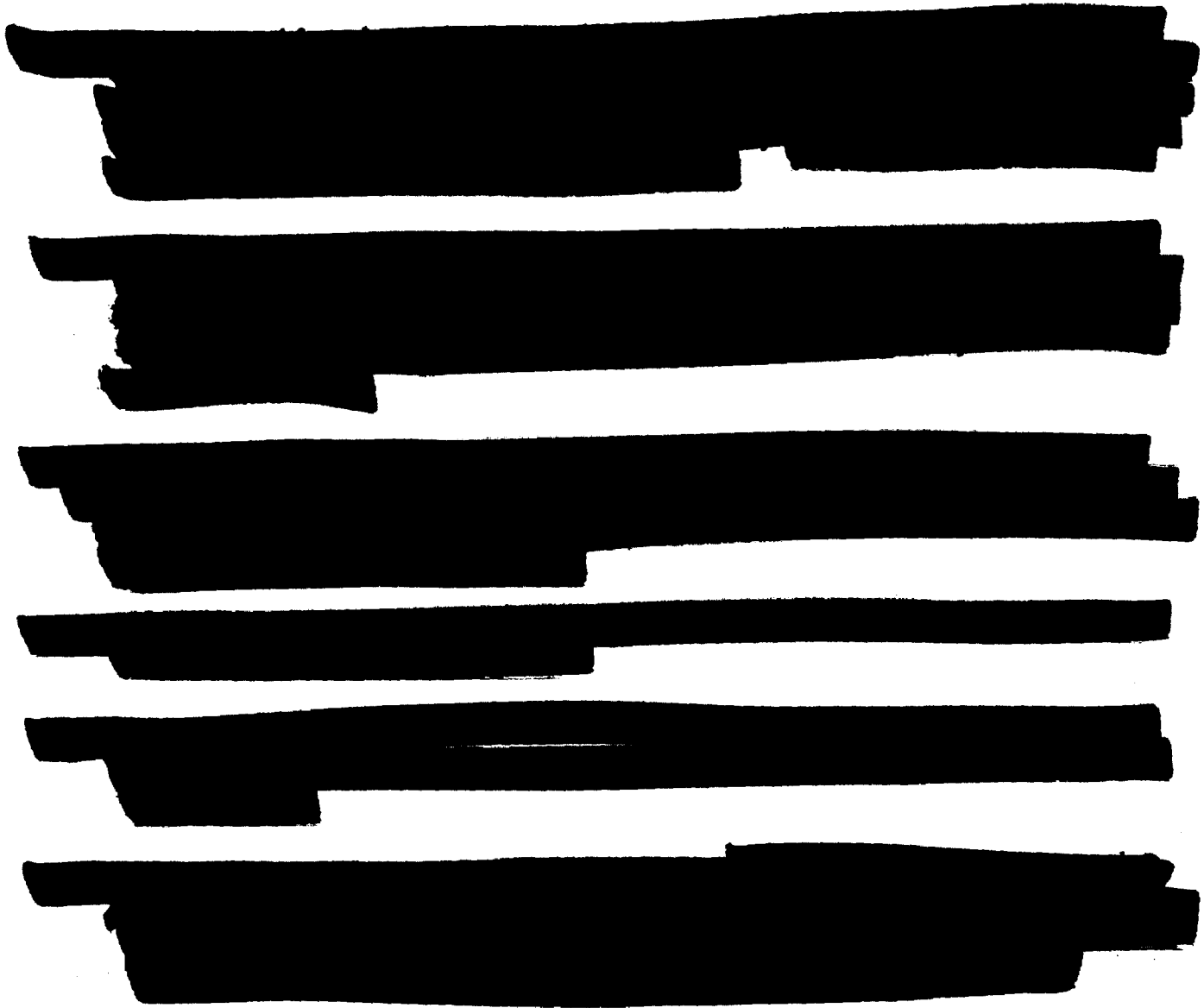
Timothy Poisson  
Timothy Poisson, individually

\_\_\_\_\_  
Arthur R. Velasquez, individually

Exhibit A

La Marca Foods, L.L.C. Collateral

1. All trademarks, service marks, tradenames, applications for trademarks and service marks, trademark or service mark licenses, brand names, copyrights, copyright registrations, copyright registration applications, or copyright licences, patents, patent applications and patent licenses and all related rights (collectively, "Intellectual Property") of La Marca Foods, L.L.C. ("La Marca"), including without limitation those registered trademarks listed on the Attached Schedule 1 and the name "La Marca," the goodwill of the business symbolized by the Intellectual Property, all customer lists and other records of La Marca relating to the distribution of products bearing the trademarks or service marks of La Marca, and any formulas of La Marca used or usable in connection with the Intellectual Property; and any claims by La Marca against third parties for past, present and future infringement of the Intellectual Property.



Doc#: 297494.1 11953/22462