

11-25-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



102291769

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.

1. Name of conveying party(ies): OVERHILL FARMS, INC. OVERHILL L.C. VENTURES, INC. Individual(s) Association General Partnership Limited Partnership Corporation-State NV Other

2. Name and address of receiving party(ies) Name: UNION BANK OF CALIFORNIA, N.A. Internal Address: Mr. Albert Joseph, V.P. Street Address: 445 S. Figueroa St., 15th Fl City: Los Angeles State: CA Zip: 90071

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Second Amendment to Sec. Agr. Execution Date: October 29, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,426,195

TRADEMARK RECEIVED 2002 NOV 5 3:32 PM US PATENT & TRADEMARK OFFICE

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Murphy Sheneman Julian & Rogers Internal Address: Bryan Snyder, Paralegal Street Address: 2049 Century Park East Suite 2100 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 20-0052

DO NOT USE THIS SPACE

9. 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. Bryan Snyder, Paralegal Signature: [Signature] Date: November 4, 2002 Name of Person Signing: Christine E Wilson

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

11/25/2002 BTOM11 00000193 200052 2426195 01 FC:8521 40.00 CH

TRADEMARK REEL: 002621 FRAME: 0631

**SECOND AMENDMENT TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Second Amendment") dated as of October 29, 2002, by and among OVERHILL FARMS, INC., a Nevada corporation ("Borrower"), OVERHILL L.C. VENTURES, INC., a California corporation ("Ventures") (Borrower and Ventures are collectively referred to as "Grantors" and each individually as a "Grantor"), and UNION BANK OF CALIFORNIA, N.A., a California banking corporation ("Bank").

RECITALS

A. Pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Grantors and Bank (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which amends and restates in its entirety the Original Loan Agreement (as defined below), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Pursuant to that certain Loan and Security Agreement dated November 24, 1999, as amended by the First Amendment to Loan and Security Agreement dated as of August 23, 2000, the Second Amendment to Loan and Security Agreement dated as of January 11, 2002, the Third Amendment to Loan and Security Agreement dated as of June 28, 2002, and the Fourth Amendment to Loan and Security Agreement dated as of September 11, 2002 (said Loan and Security Agreement, as amended, the "Original Loan Agreement"), Grantors executed and delivered to Bank that certain Patent, Trademark and Copyright Security Agreement dated as of November 24, 1999, as amended by that First Amendment to Patent, Trademark and Copyright Security Agreement dated as of August 25, 2000 (as the same may from time to time be further amended, modified or supplemented, the "IP Security Agreement"). Pursuant to the IP Security Agreement, among other things, each Grantor granted to Bank a security interest in its intellectual property to secure its obligations to Bank under the Original Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, Grantors and Bank are entering into this Second Amendment, and by doing so, Grantors will reaffirm and continue in effect the Liens granted by Grantors under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, will grant the Liens contemplated by this Second Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Each Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Bank a continuing, first priority security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This Second Amendment shall become effective as of the date hereof when Bank has received executed counterparts of this Second Amendment.

4. Ratification. Except as specifically modified by this Second Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon each Grantor and Bank, and all provisions of the IP Security Agreement shall remain in full force and effect. Each Grantor expressly ratifies and affirms its obligations to Bank under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

5. Miscellaneous.

(a) Complete Agreement. The IP Security Agreement, as modified and amended by this Second Amendment, together with the Loan Agreement and the other Loan Documents, constitute the complete agreement among the parties hereto and thereto, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties hereto and thereto, with respect to the subject matter hereof or thereof.

(b) Recitals. The recitals to this Second Amendment shall constitute a part of the agreement of the parties hereto.

(c) Counterparts. This Second Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Second Amendment.

(d) Governing Law. THIS SECOND AMENDMENT AND ALL SUBSEQUENT AGREEMENTS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(e) No Novation. Except as specifically set forth in this Second Amendment, the execution, delivery and effectiveness of this Second Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Bank under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other

Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.


"Grantors"

OVERHILL FARMS, INC., a Nevada corporation

By:  _____

James Rudis
President and Chief Executive Officer

OVERHILL L.C. VENTURES, INC., a California corporation

By:  _____

James Rudis
President

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By: _____

Albert R. Joseph
Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantors"

OVERHILL FARMS, INC., a Nevada corporation

By: _____
James Rudis
President and Chief Executive Officer

OVERHILL L.C. VENTURES, INC., a California corporation

By: _____
James Rudis
President

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By: Albert R. Joseph
Albert R. Joseph
Vice President

**SUPPLEMENT I
to
SCHEDULE I
to
PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

(PART A)
PATENTS

NONE

(PART B)
TRADEMARKS

Overhill Farms, Inc.

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>	<u>Country</u>
Latin Cravings	2,426,195	2/6/01	US

Overhill L.C. Ventures, Inc.

None

(PART C)
COPYRIGHTS
NONE