

03-19-03

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RE

03-19-2003

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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Tab settings

To the Honorable Commissioner of P

and original documents or copy thereof.

1. Name of conveying party(ies): Fischer Packing Company LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

3. Nature of conveyance:

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

Execution Date: March 12, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Collateral

Internal Address: Agent

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois banking corporation, 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 patent number(s):

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional numbers attached? Yes No

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

Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) \$ 690.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/19/2003 6TOM11 00000127 73061127

01 FC:8521 02 FC:8522

40.00 DP 650.00 DP

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.

Gregory T. Pealer, Paralegal Name of Person Signing

Signature

March 12, 2003 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 Patents & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002694 FRAME: 0316

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BELMONT	U.S.	73/061,127	8/22/75	1,035,885	3/16/76
BIGGER SLICES BETTER SANDWICHES	U.S.	75/473,642	4/24/98	2,288,283	10/19/99
DIXIE LOAF	U.S.	74/582,131	10/4/94	1,943,774	12/26/95
FESTIVAL	U.S.	74/086,390	8/9/90	1,703,518	7/28/92
FESTIVAL	U.S.	73/752,404	9/19/88	1,543,759	6/13/89
FESTIVAL	U.S.	72/383,993	2/16/71	934,053	5/16/72
FESTIVAL	U.S.	72/282,411	10/12/67	858,349	10/8/68
FISCHER'S	U.S.	73/061,091	8/22/75	1,041,882	6/22/76
FISCHER'S (AND DESIGN)	U.S.	74/172,601	6/3/91	1,687,997	5/19/92
FISCHER'S PREMIUM SELECT	U.S.	75/022,526	11/20/95	2,164,347	6/9/98
FOUR GENERATIONS OF GOODNESS	U.S.	74/211,539	10/11/91	1,718,425	9/22/92
MELLWOOD	U.S.	73/061,126	8/22/75	1,037,588	4/6/76
PREMIUM SELECT	U.S.	75/077,635	3/25/96	2,156,039	5/12/98
THE BACON MAKIN' PEOPLE	U.S.	73/061,125	8/22/75	1,052,534	11/9/76
THE BEST THING NEXT TO SLICED BREAD	U.S.	74/184,856	7/15/91	1,684,563	4/28/92
THE ORIGINAL BREAD SIZE	U.S.	74/473,235	12/27/93	1,926,597	10/10/95
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/709,370	5/17/99	2,351,751	5/23/00
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/701,821	5/10/99	2,321,959	2/22/00
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/873,338	12/17/99	2,398,098	10/24/00

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BACON MAKIN', BOLOGNA MAKIN', SMILE MAKIN' PEOPLE	U.S.	76/217,853	3/1/01	PENDING	PENDING
BOLOGNA MAKIN'PEOPLE	U.S.	76/217,854	3/1/01	2,644,159	10/29/02
GOURMET TRIM	U.S.	76/150,581	10/20/00	PENDING	PENDING
MR. BOLOGNA	U.S.	76/217,542	3/1/01	PENDING	PENDING
MR. BOLOGNA (AND DESIGN)	U.S.	76/241,045	4/16/01	PENDING	PENDING
MR. BOLOGNA (AND DESIGN)	U.S.	76/241,046	4/16/01	PENDING	PENDING
SMILE MAKIN' PEOPLE	U.S.	76/217,858	3/1/01	2,646,937	11/5/02
QUICK CUT	U.S.	76/286,883	07/19/01	2,532,184	1/22/02

TRADEMARK COLLATERAL AGREEMENT

This 12th day of March, 2003, Fischer Packing Company LLC, a Kentucky limited liability company ("*Debtor*") with its principal place of business and mailing address at 2890 Chancellor Drive, Suite 210, Crestview Hills, Kentucky 41017, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60007, acting as collateral agent hereunder for the Secured Creditors as defined in the Security Agreement hereinafter identified and defined (HTSB acting as such collateral agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Collateral Agent*"), and grants to the Collateral Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of SMG Holdings, Inc., a Delaware corporation (the "*Borrower*"), Debtor and certain other affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith among the Borrower, Debtor, certain other affiliates of Debtor and the Collateral Agent (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Collateral Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Collateral Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment, mortgage, pledge and security interest in the

trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FISCHER PACKING COMPANY LLC

By 
Name: Thomas D. Davis
Title: President

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By _____
Name _____
Title _____

trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FISCHER PACKING COMPANY LLC

By _____
Name: _____
Title: _____

HARRIS TRUST AND SAVINGS BANK, as
Collateral Agent

By *Philip Langbein*
Name Philip Langbein
Title Vice President