

05-15-2003



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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

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

1. Name of conveying party(ies): ACIRCA, INC. 5-12-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Webster Bank
Internal Address: CityPlace II
Street Address: 185 Asylum Street, 5th Floor
City: Hartford State: CT Zip: 06103-3494
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Federally chartered savings bank
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Collateral Assignment
Execution Date: 4/14/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See attached - Schedule A.
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached - Schedule A.
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patricia C. Gagnon, RP
Internal Address: Shipman & Goodwin LLP
Street Address: One American Row
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 11
7. Total fee (37 CFR 3.41) \$ 290.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Cathy L. Bromberg
Name of Person Signing
Cathy L. Bromberg
Signature
5/7/03
Date
Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002733 FRAME: 0460

**SCHEDULE A**  
**to**  
**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

**TRADEMARKS REGISTERED BY THE U.S. PATENT AND TRADEMARK OFFICE**

<b>Trademark</b>	<b>Application Serial No., Registration No.</b>
WALNUT ACRES FRUIT SQUEEZIES	78/127,275
LIVE PURE AND DESIGN	78/079,445
WALNUT ACRES CERTIFIED ORGANIC LIVE PURE AND DESIGN	76/307,931
FRUTTI DI BOSCO (FRUIT OF THE WOODS)	2,540,224
BELLA TOSCANA (BEAUTIFUL TUSCANY)	2,536,020
ACIRCA	76/064,549
ACIRCA	2,684,260
WALNUT ACRES ORGANIC FARMS	2,468,653
PARROT BRAND	2,146,445
MILLINA'S FINEST	2,147,800
VEGETARIAN CAFE	2,234,816

**TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY**

**WHEREAS, ACIRCA, INC.**, a corporation formed under the laws of Delaware, located at One Ramada Plaza, Seventh Floor, New Rochelle, New York 10801 ("Borrower"), owns the trademarks and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are registrations and applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

**WHEREAS**, Borrower is obligated to **WEBSTER BANK**, a federally chartered savings bank with a banking office located at CityPlace II, 185 Asylum Place, 5<sup>th</sup> Floor, Hartford, Connecticut 06103-3494 ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated as of August 15, 2002, by and among Lender, Borrower and Organic Ingredients, Inc. a wholly-owned subsidiary of Borrower, and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

**WHEREAS**, pursuant to the Agreements, Borrower is granting to Lender for its benefit a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender for its benefit and grant to Lender for its benefit a security interest in and to the Trademarks, and recordings and applications therefor, which collateral assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the collateral assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New Rochelle, New York  
April March 14, 2003

Witness:

John Glasford

Witness:

Martha L. Skinner

**ACIRCA, INC.**

By: William Urich  
William Urich  
Its: Chief Financial Officer/Secretary

**WEBSTER BANK**

By: Charles C. Thomas, VP  
Charles C. Thomas  
Its: Vice President

STATE OF NEW YORK )

: ss.:

COUNTY OF WESTCHESTER )

On this 15 day of ~~March~~ <sup>April</sup>, 2003, before me personally came William Urich, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer/Secretary of ACIRCA, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

*[Handwritten Signature]*

Notary Public

My Commission Expires: 10/31/04

STATE OF CONNECTICUT)

: ss.:

COUNTY OF HARTFORD )

*Hartford*

**PHYLLIS WOODEN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 4646225  
QUALIFIED IN WESTCHESTER COUNTY, 2004  
COMMISSION EXPIRES OCTOBER 31,**

On this 21st day of ~~March~~ <sup>April</sup>, 2003, before me personally came Charles C. Thomas, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of WEBSTER BANK, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

*Martha L. Skinner*

Notary Public

My Commission Expires:

**MARTHA L. SKINNER  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES AUG. 31, 2007**