

05-20-2003

Form PTO-1594  
1-31-92U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102452568

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

## 1. Name of conveying party(ies):

Katmandu Creations, Inc.

5-14-03

☐ Individuals☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - California☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Interest☐ Change of Name☐ OtherExecution Date: May 8, 2003

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

A. Trademark Application No.(s)

78/076219Additional numbers attached? ☐ Yes ☒ No

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

Name: Helen Bruno, Senior Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: New York ZIP: 10036

## 2. Name and address of receiving party(ies):

Name: National Westminster Bank plcInternal Address: 101 Park Avenue

Street Address:

City: New York State: New York Zip Code: 10178☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation☒ Other Collateral AgentIf 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

Trademark Registration No.(s)

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

Name: Helen Bruno, Senior Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: New York ZIP: 10036

## 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:

23-1705 (in case of deficiency)

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

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## 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.*Helen Bruno

Name of Person Signing

[Signature]

Signature

May 14, 2003

Date

Total number of pages comprising cover sheet:

8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 002735 FRAME: 0406

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, KATMANDU CREATIONS, INC., a California corporation (the "Assignor") with principal offices at 2000 Powell St., Suite 200, Emeryville, CA 94608, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 101 Park Avenue New York, NY 10178 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of September 16, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Assignment of  
Security Interest as of the 9<sup>th</sup> day of May, 2003.

KATMANDU CREATIONS, INC.

as Assignor

By: 

Name:

Title: CLAUDE D. PERASSO

VICE PRESIDENT, GENERAL COUNSEL

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 7<sup>th</sup> day of May, 2003.

KATMANDU CREATIONS, INC.

as Assignor

By: 

Name:

Title: CLAUDE D. PERASSO  
VICE PRESIDENT, GENERAL COUNSEL

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

By: 

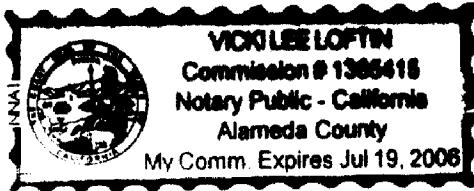
Name:

Title: ANDREW S. WEINBERG  
SENIOR VICE PRESIDENT

STATE OF CALIFORNIA )  
COUNTY OF Alameda ) ss.:

On this 8<sup>th</sup> day of May, 2003, before me personally came

Claude D. PERRASSO who, being duly sworn, did depose and say that [s]he is  
Vice President, General of Katmandu Creations, Inc., that [s]he is authorized to execute the  
COUNCIL  
foregoing Assignment of Security Interest on behalf of said corporation and that [s]he did so by  
authority of the Board of Directors of said Corporation.



Vicki Lee Loftin  
Notary Public

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this 12<sup>th</sup> day of May, 2003, before me personally came Andrew Weinberg who, being by me duly sworn, did state as follows: that he is Senior Vice President of National Westminster Bank PLC, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

SHEILA L. VALZ  
Notary Public, State of New York  
No. 01VA4707755  
Qualified in Kings County  
Cert. filed in New York Co.  
Comm. expires ~~March 31, 2005~~  
Aug. 31, 2005

TRADEMARKS

Trademark

Registration Number/  
(Application Number)

Registration Date/  
(Filing Date)

FUZIO FIRECRACKER PORK (78/076219)  
FUSILLI

27-Jul-2001