

05-30-2003



Form PTO-1594  
6-93

**RECORDATION** 102461036  
**TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office

4-28-03

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

1. Name of conveying party(ies):  
Union Bank of California, N.A.

Individual(s)                       Corporation  
 General Partnership               Association  
 Limited Partnership  
 Other: California Banking Corporation

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

2. Name and address of receiving party(ies):  
Pleasant Street Investors, LLC

Street Address:  
**335 North Maple Drive, Suite 240**

City / State:  
**Beverly Hills, CA 90210**

Individual(s)                       Corporation  
 General Partnership               Association  
 Limited Partnership  
 Other: California Limited Liability Company

If Assignee is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be separate document from Assignment.)

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

3. Nature of conveyance:

Assignment                       Security Agreement  
 Merger                               Change of Name  
 Other: Assignment of Patent, Trademark and Copyright Security Agreement

Execution Date: April 16, 2003

4. Trademark Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Registration No.(s)  
See attached.

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

Name: Jane Shay Wald, Esq.  
Address: Irell & Manella LLP  
1800 Avenue of the Stars  
Suite 900

City: Los Angeles  
State: CA  
Zip: 90067

6. Total no. of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed  
 Authorized to charge to deposit account

8. Deposit account number: 09-0946

**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.

Jane Shay Wald  
Name of person signing

Jane S Wald  
Signature

4/24/03  
Date

Total number pages including cover sheet, attachments, and documents: 9

05/29/2003 6TON11 00000150 090946 1976052

01 FC:0521 40.00 CH  
02 FC:0522 225.00 CH

657046

## List of Trademarks

### REGISTERED MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
OVERHILL FARMS	1,228,615	02/28/83
CHICAGO BROTHERS CHEFMASTER PREMIER ENTREES	1,976,052	05/28/96
CHICAGO BROTHERS® & Design	2,193,528	10/06/98
CHICAGO BROTHERS® & Design	2,193,529	10/06/98
CHICAGO BROTHERS® & Design	2,192,150	09/29/98
CHICAGO BROTHERS®	1,300,816	10/16/84
FLORENCE PASTA & CHEESE® & Design	1,557,055	09/19/89
FLORENCE PASTA & CHEESE®	1,555,943	09/12/89
FLORENCE®	2,071,694	06/17/97
LATIN CRAVINGS	2,426,195	2/06/01

**ASSIGNMENT OF  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

WHEREAS, Overhill Farms, Inc., a Nevada corporation ("Borrower"), Overhill L.C. Ventures, Inc., a California corporation ("Overhill Ventures"; Borrower and Overhill Ventures are collectively referred to as "Grantors" and each individually a "Grantor"), and Union Bank of California, N.A., a California banking corporation ("Bank") are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of November 24, 1999, recorded with the United States Patent and Trademark Office on December 23, 1999, Reel/Frame No. 002010/0309, as amended by the First Amendment to Patent, Trademark and Copyright Security Agreement dated as of August 25, 2000, recorded with the United States Patent and Trademark Office on September 6, 2000, Reel/Frame No. 002174/0878, and a Second Amendment to Patent, Trademark and Copyright Security Agreement dated as of October 29, 2002, recorded with the United States Patent and Trademark Office on November 5, 2002, Reel/Frame No. 002621/0631 (collectively, the "Intellectual Property Security Agreement"; all capitalized terms defined in the Intellectual Property Security Agreement shall be applied herein as defined herein).

WHEREAS, pursuant to the Intellectual Property Security Agreement, Grantors granted to Bank a security interest in and to all of Grantors' right, title and interest in and to the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), including without limitation, those Trademarks and Trademark Licenses listed on Schedule A (collectively, "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby grants, assigns and transfers to Pleasant Street Investors, LLC, a California limited liability company ("Assignee"), without recourse, all beneficial interest under the Intellectual Property Security Agreement and the Intellectual Property Collateral, including, without limitation, the Assigned Trademarks and all goodwill associated therewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSIGNMENT OF PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

Bank has executed this Assignment of Patent, Trademark and Copyright Security Agreement as of this 16th day of April, 2003.

“Assignee”

UNION BANK OF CALIFORNIA, N.A.

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

**CONSENTED TO:**

“Assignee”

PLEASANT STREET INVESTORS, LLC  
a California limited liability company

By: Levine Leichtman Capital Partners, Inc.,  
its Manager

By: \_\_\_\_\_  
Steven E. Hartman  
Vice President

“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 and Chief Executive Officer

ASSIGNMENT OF PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK  
REEL: 002742 FRAME: 0910

Bank has executed this Assignment of Patent, Trademark and Copyright Security Agreement as of this 16th day of April, 2003.

“Assignee”

UNION BANK OF CALIFORNIA, N.A.

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

**CONSENTED TO:**

“Assignee”

PLEASANT STREET INVESTORS, LLC  
a California limited liability company

By: Levine Leichtman Capital Partners, Inc.,  
its Manager

By: \_\_\_\_\_  
Steven E. Hartman  
Vice President

“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 and Chief Executive Officer

ASSIGNMENT OF PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 002742 FRAME: 0911**

SCHEDULE I

INTELLECTUAL PROPERTY

PART A - Patents and Patent Licenses

Overhill Farms, Inc.

None

Overhill L.C. Ventures, Inc.

None

PART B - Trademarks and Trademark Licenses

Overhill Farms, Inc.

Overhill Farms® (Registration #1228615); Ready-to-go; Dine-2-Nite

Licensing Agreement, dated January 26, 1988, between International House of Pancakes, Inc., and Overhill Farms, Inc., granting Overhill Farms right to use mark "International House Of Pancakes Restaurant" and Design.

Overhill L.C. Ventures, Inc.

Assignment of Trademark made by Creative Foods International, Inc. in favor of Overhill L.C. Ventures, Inc., relating to the application for registration of the mark "Latin Cravings." Such application is pending with the U.S. Patent and Trademark Office (Serial # 75-663736).

PART C - Copyrights and Copyright Licenses

Overhill Farms, Inc.

None

Overhill L.C. Ventures, Inc.

None

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

(PART B)

TRADEMARKS

REGISTERED MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
CHICAGO BROTHERS CHEFMASTER PREMIER ENTREES®	1,976,052	05/28/96
CHICAGO BROTHERS® & Design	2,193,528	10/06/98
CHICAGO BROTHERS® & Design	2,193,529	10/06/98
CHICAGO BROTHERS® & Design	2,192,150	09/29/98
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FLORENCE PASTA & CHEESE®	1,555,943	09/12/89
FLORENCE®	2,071,694	06/17/97

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13943.209

**FOREIGN REGISTERED MARKS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registered</u>
CHICAGO BROTHERS (Canada)	TMA505,760	12/18/98
FLORENCE PASTA & CHEESE (Canada)	TMA438,589	08/18/88
FLORENCE PASTA & CHEESE & Design (Canada)	TMA438,588	08/18/88
FLORENCE PASTA & CHEESE (Mexico)	520,661	04/19/96

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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