

12-31-1998

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To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

MRP 12/30/98
Vlasic Farms, Inc.

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: *10/7/98*

2. Name and address of receiving party(ies)

Name: *Morgan Guaranty Trust Company of New York, as Collateral Agent*
Internal Address:

Street Address: *60 Wall Street*

City: *New York* State: *NY* ZIP: *10260*

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/027,216

09/134,940

09/134,939

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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ASSIGNMENT BRANCH

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

Name: *Jackie Lee*

Internal Address: *Access Information Services, Inc.*

Street Address: *1773 Western Avenue*
P.O. Box 3709

City: *Albany* State: *NY* ZIP: *12203*

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41).....\$ *120.00E*

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

12/30/1998 DNGUYEN 00000288-09027216

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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.

Lila Damavandi
Name of Person Signing

Lila Damavandi
Signature

10/27/98
Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet info:
Commissioner of Patents & Trademarks, Box 900
Washington, D.C. 20540

PATENT
REEL: 9665 FRAME: 0807

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, VLASIC FARMS, INC., an Ohio corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Patent Collateral (as defined below);

WHEREAS, Vlastic Foods International Inc. (the "**Company**"), the Banks party thereto, The Chase Manhattan Bank, as Syndication Agent, and Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent, are parties to an Amended and Restated Credit Agreement dated as of September 30, 1998 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of a Subsidiary Guaranty Agreement dated as of September 30, 1998, the Lien Grantor has guaranteed, subject to certain limitations, certain obligations of the Company (such guarantee being herein referred to as the Lien Grantor's "**Guaranty**"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1998 (as such agreement may be amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (with certain exceptions) of Lien Grantor (except certain excluded assets), including all right, title and interest of the Lien Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Lien Grantor's Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future infringement of any Patent owned by the Lien Grantor, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of October, 1998

VLASIC FARMS, INC.

By: Thomas J. Konsidine
Name: Thomas J. Konsidine
Title: Vice President-Treasurer

By: Joseph Adler
Name: Joseph Adler
Title: Vice President

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Patent
Security Agreement to be duly executed by its officer thereunto duly authorized as
of the 7th day of October, 1998

VLASIC FARMS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: Kathryn Gayko-Yanes
Name: **KATHRYN GAYKO-YANES**
Title: **VICE PRESIDENT**

STATE OF New Jersey)
) ss.:
COUNTY OF Camden)

I, Joy A. Kelly, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that Thomas J. Considine and Joseph Adler of
VLASIC FARMS, INC. (the "Company"), personally known to me to be the same person whose
name is subscribed to the foregoing instrument as such VP-Treasurer and Vice President, appeared before
me this day in person and acknowledged that (s)he signed, executed and delivered the said
instrument as her/his own free and voluntary act and as the free and voluntary act of said
Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 7th day of October, 1998.

[Seal]

Joy A. Kelly
Signature of notary public
My Commission expires May 1, 2003

JOY A. KELLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 1, 2003

ISSUED U.S. PATENTS

<u>Patent No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>	<u>Assigned to</u>
4,342,788	08/03/82	Clatfelter, et al.	Process for Frying Chicken Parts	Vlasic Foods International Inc.
4,448,791	05/15/84	Roland C. Fulde, et al.	Brownable Dough for Microwave Cooking	Vlasic Foods International Inc.
4,388,332	06/14/83	Walter W. Egee, et al.	Heat Treatment Temperature Indicating Food Package and Process for Providing Same	Vlasic Foods International Inc.
4,534,781	08/13/85	Lung-Chi Wu, et al.	Mushroom Supplement Containing Protein and A Time Delay Coating	Vlasic Foods International Inc.
4,617,047	10/14/86	Carl W. Bretzloff	Mushroom Supplement	Vlasic Foods International Inc.
4,874,419	10/17/89	Lung- Chi Wu	Substrate for Growing Shitake Mushrooms	Vlasic Foods International Inc.
5,092,964	03/03/92	Joseph A. Conte, et al.	Production of Low Cholesterol Butter Oil by Vapor Sparging	Vlasic Foods International Inc.
4,997,668	03/05/91	Bobby R. Johnson, et al.	Production of Low Cholesterol Milk Fat by Solvent Extraction	Vlasic Foods International Inc.
5,300,747	04/05/94	Frederick E. Simon	Composite Material for a Microwave Heating Container and Container Formed Therefrom	Vlasic Foods International Inc.

<u>Patent No.</u>	<u>Issued Date</u>	<u>Inventor(s)</u>	<u>Title</u>	<u>Assigned to</u>
4,917,907	4/17/90	Stanley H. Kwis, et al.	A Pie Having a Microwave Brownable Crust and Method of Baking Same	Vlasic Foods International Inc.
4,996,390	02/26/91	Kurt R. Dahlberg	Novel Interspecific Mushroom Strains	Vlasic Foods International Inc.
5,091,203	02/25/92	Joseph A. Conte	Method for Removing Cholesterol from Eggs	Vlasic Foods International Inc.
5,302,405	04/12/94	Rudolf J. Hsieh, et al.	Method for Removing Cholesterol and Fat from Egg Yolk by Chelation and Reduced- Cholesterol Egg Product	Vlasic Foods International Inc.
5,195,294	03/23/93	John Barnowski	Container Filling and Sealing System	Vlasic Foods International Inc.
5,195,298	03/23/93	John Barnowski	Container Filling and Sealing System	Vlasic Foods International Inc.
5,503,647	04/02/96	Kurt. R. Dahlberg	Mushroom Casing Spawn	Vlasic Foods International Inc.
5,560,950	10/01/96	Joseph A. Conte, et al.	Free Fatty Acid Removal From Used Frying Fat	Vlasic Foods International Inc.
5,151,286	09/29/92	James R. Adams	Quick Brine Equalization Method and Product	Vlasic Foods, Inc.
5,154,298	10/13/92	R.C. Warner et al.	Systems for Sorting Pickle Chips and the Like	Vlasic Foods, Inc.
5,762,928	06/09/98	Hasan Bolkan, et al.	Biocontrol Agent for Green Mold Disease of Mushrooms	Vlasic Foods International Inc.

PENDING U.S. PATENT APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>	<u>Assigned to</u>
09/027,216	02/20/98	Jack McDaniels, et al.	Mushroom Supplement Nitrogen Materials	Vlasic Farms, Inc.
09/134,940	08/17/98	Jack McDaniels, et al.	Improved Specialty Mushroom Spawn	Vlasic Farms, Inc.
09/134,939	08/17/98	Jack McDaniels, et al.	Improved Mushroom Casing Spawn	Vlasic Farms, Inc.

U.S. PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Subject Matter</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None				