

FORM PTO-1619A  
Expires 05/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

RECORDATION FORM COVER SHEET  
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)  
Document ID#

☐ Correction of PTO Error  
Reel # Frame #

☐ Corrective Document  
Reel # Frame #

Conveyance Type

☐ Assignment☐ Security Agreement

☐ License☐ Change of Name

☐ Merger☒ Other Security Interest

U.S. Government  
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
08102000

Name (line 1) Vlastic Foods International, Inc.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 1) Morgan Guaranty Trust Company as Collateral Agent for the benefit

Name (line 2) of the Secured Parties (including the Family Participating Lenders)

Address (line 1) 60 Wall Street

Address (line 2)

Address (line 3) New York New York 10260  
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1619B  
Expires 06/30/99  
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Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

|  |                                       |
|--|---------------------------------------|
| <b>Correspondent Name and Address</b>                                | <b>Area Code and Telephone Number</b> |
| Name <u>Diane Kasselmann</u>   | <u>212-735-3000</u>                   |
| Address (line 1) <u>Skadden, Arps, Slate, Meagher &amp; Flom LLP</u> |                                       |
| Address (line 2) <u>Four Times Square</u>                            |                                       |
| Address (line 3) <u>New York, New York 10036</u>                     |                                       |
| Address (line 4) <u></u>   |                                       |


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|--------------|--|------------|
| <b>Pages</b> | Enter the total number of pages of the attached conveyance document including any attachments. | # <u>7</u> |
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|   |         |         |   |                |                |
|---|---------|---------|---|----------------|----------------|
| <b>Application Number(s) or Patent Number(s)</b>  |         |         | <input checked="" type="checkbox"/> Mark if additional numbers attached |                |                |
| Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).  |         |         |   |                |                |
| <b>Patent Application Number(s)</b>   |         |         | <b>Patent Number(s)</b>   |                |                |
| <u>09468120</u>   | <u></u> | <u></u> | <u>4342788</u>  | <u>4448791</u> | <u>4388332</u> |
| <u></u>   | <u></u> | <u></u> | <u>5092964</u>  | <u>4997668</u> | <u>5300747</u> |
| <u></u>   | <u></u> | <u></u> | <u>4917907</u>  | <u>5091203</u> | <u>5302405</u> |
| If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. |         |         |   |                |                |
| Month Day Year <u></u>  |         |         |   |                |                |

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|--|-------------|-------------|-------------|
| <b>Patent Cooperation Treaty (PCT)</b>                   | PCT <u></u> | PCT <u></u> | PCT <u></u> |
| Enter PCT application number                             | PCT <u></u> | PCT <u></u> | PCT <u></u> |
| only if a U.S. Application Number has not been assigned. | PCT <u></u> | PCT <u></u> | PCT <u></u> |

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| <b>Number of Properties</b> | Enter the total number of properties involved. | # <u>15</u> |
|-----------------------------|--|-------------|

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|---|---|
| <b>Fee Amount</b>   | Fee Amount for Properties Listed (37 CFR 3.41): \$ <u>600</u>                         |
| Method of Payment:  | Enclosed <input type="checkbox"/> Deposit Account <input checked="" type="checkbox"/> |
| Deposit Account   | (Reference 031500/5)  |
| (Enter for payment by deposit account or if additional fees can be charged to the account.) | # <u>19-2385</u>  |
| Deposit Account Number:   |   |
| Authorization to charge additional fees:  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                   |

|   |   |                 |
|---|---|-----------------|
| <b>Statement and Signature</b>  |   |                 |
| <i>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. Charges to deposit account are authorized, as indicated herein.</i> |   |                 |
| Diane Kasselmann  |  | August 11, 2000 |
| Name of Person Signing  | Signature   | Date            |

FORM PTO-1619C  
Expires 08/30/99  
OMB 0651-0027

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

Conveying Party(ies)  
Enter additional Conveying Parties

☐ Mark if additional names of conveying parties attached

Name (line 1)  
Name (line 2)  
Name (line 1)  
Name (line 2)  
Name (line 1)  
Name (line 2)

Execution Date  
Month Day Year

Execution Date  
Month Day Year

Execution Date  
Month Day Year

Receiving Party(ies)  
Enter additional Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Name (line 1)  
Name (line 2)  
Address (line 1)  
Address (line 2)  
Address (line 3)  
CityState/CountryZip Code

Name (line 1)  
Name (line 2)  
Address (line 1)  
Address (line 2)  
Address (line 3)  
CityState/CountryZip Code

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Application Number(s) or Patent Number(s)  
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Patent Application Number(s)  

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Patent Number(s)  

|         |         |         |
|---------|---------|---------|
| 5195294 | 5195298 | 5560950 |
| 5151286 | 5154298 |         |
|         |         |         |
|         |         |         |
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PATENT  
REEL: 10859 FRAME: 0759

## **PATENT SECURITY AGREEMENT**

### **(Patents, Patent Applications and Patent Licenses)**

WHEREAS, VLASIC FOODS INTERNATIONAL, INC., a New Jersey corporation (herein referred to as the "**Company**") owns, or in the case of licenses, is a party to, the Patent Collateral (as defined below);

WHEREAS, 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, including by Amendment No. 1 to Amended and Restated Credit Agreement dated as of June 9, 1999 and Amendment No. 2 and Waiver No. 5 thereunder dated as of June 28, 2000, the "**Credit Agreement**") (capitalized terms used but not defined or otherwise identified herein shall have the meanings assigned thereto in the Credit Agreement);

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1998 (as such agreement may be amended, modified 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 Company 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 (except certain excluded assets) of the Company, including all right, title and interest of Company in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Company's Secured Obligations (as defined in the Security Agreement);

WHEREAS, certain individuals (the "**Family Participating Lenders**") have entered into a Master Loan Participation Agreement dated as of August 2, 2000 (the "**Participation Agreement**"), pursuant to which they have agreed to purchase participations in certain loans made under the Credit Agreement;

WHEREAS, in connection with the Participation Agreement, the Company, the Family Participating Lenders, Morgan Guaranty Trust Company of New York, as Administrative Agent under the Credit Agreement and Wells Fargo Bank

Minnesota, National Association, as escrow agent (the "**Escrow Agent**") are parties to an Escrow Agreement dated as of August 2, 2000 (the "**Escrow Agreement**");

WHEREAS, the Company entered into a Fee Letter, dated July 24, 2000, in favor of the Family Participating Lenders (the "**Fee Letter**"), pursuant to which the Company acknowledged and agreed that its obligations under the Fee Letter shall be junior and subordinate in priority to all other Secured Obligations owing to the Banks and its Agents ("**Junior Basis**");

WHEREAS, pursuant to the terms of the Escrow Agreement, in order to secure the Company's obligations to the Family Participating Lenders under the Fee Letter, the Company has granted to the Collateral Agent, for the benefit of the Secured Parties, as defined in the Security Agreement (including the Family Participating Lenders), as further provided pursuant to Section 2.20(c) of the Credit Agreement, a continuing security interest in and to all collateral, whether now owned or existing or hereafter acquired or arising and regardless of where located, described in the Credit Agreement and the Collateral Documents, including the Patent Collateral (as defined below), on a Junior Basis.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the Company's obligations to the Family Participating Lenders under the Fee Letter, the Company hereby grants to the Collateral Agent, for the benefit of the Secured Parties (including the Family Participating Lenders), as further provided pursuant to Section 2.20(c) of the Credit Agreement, a continuing security interest in and to all the Company's right, title and interest in, to and under the following collateral (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 and regardless of where located, on a Junior Basis.

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

(ii) each Patent License (as defined in the Security Agreement) to which the Company 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 Company against third parties for past, present or future infringement of any Patent owned by the Company, including, without limitation, any Patent referred to in Schedule I hereto, and all rights and benefits of the Company under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

The Company 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 Company 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 Company 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 Company 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 Company to the Family Participating Lenders pursuant to the Escrow Agreement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Family Participating Lenders with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Escrow Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of August, 2000.

VLASIC FOODS INTERNATIONAL INC.

By: 

Name: Norma B. Carter

Title Vice President, General Counsel,  
and Corporate Secretary

By: 

Name: Joseph Adler

Title Vice President and Controller

Acknowledged:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Collateral Agent

By: 

Name:

Title:

STATE OF New Jersey )  
 )SS.  
COUNTY OF Canden )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Norma B. Carter and Joseph Adk personally known to me to be the Vice Presidents of **Vlasic Foods International, Inc.**, a New Jersey corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument pursuant to authority granted to him/her by said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_ day of August, 2000.

Joy A. Kelly  
Notary Public

My commission expires: May 1, 2003

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



## Patents

| Title   | Country       | Patent No.<br>(App. No.) | Issue Date<br>(App. Date) | Owner of Record                 | Status/Comments |
|---|---------------|--------------------------|---------------------------|---------------------------------|-----------------|
| Process for Frying Chicken Parts  | United States | 4,342,788                | 8/3/1982                  | Vlasic Foods International Inc. | Issued          |
| Brownable Dough for Microwave Cooking   | United States | 4,448,791                | 8/15/1984                 | Vlasic Foods International Inc. | Issued          |
| Heat Treatment Temperature Indicating Food Package and Process for Providing Same                         | United States | 4,388,332                | 6/14/1983                 | Vlasic Foods International Inc. | Issued          |
| Production of Low Cholesterol Butter Oil by Vapor Sparging  | United States | 5,092,964                | 3/3/1992                  | Vlasic Foods International Inc. | Issued          |
| Production of Low Cholesterol Milk Fat by Solvent Extraction  | United States | 4,997,668                | 3/5/1991                  | Vlasic Foods International Inc. | Issued          |
| Composite Material for a Microwave Heating Container and Container Formed Therefrom                       | United States | 5,300,747                | 4/5/1994                  | Vlasic Foods International Inc. | Issued          |
| A Pie Having a Microwave Brownable Crust and Method of Baking Same  | United States | 4,917,907                | 4/17/1990                 | Vlasic Foods International Inc. | Issued          |
| Method for Removing Cholesterol from Eggs   | United States | 5,091,203                | 2/25/1992                 | Vlasic Foods International Inc. | Issued          |
| Method for Removing Cholesterol and Fat from Egg Yolk by Chelation and Reduced-Cholesterol Egg Production | United States | 5,302,405                | 4/12/1994                 | Vlasic Foods International Inc. | Issued          |

| Title   | Country       | Patent No.<br>(App. No.) | Issue Date<br>(App. Date) | Owner of Record  | Status/Comments |
|---|---------------|--------------------------|---------------------------|--|-----------------|
| Container Filling and Sealing System          | United States | 5,195,294                | 3/23/1993                 | Vlasic Foods International Inc.                                  | Issued          |
| Container Filling and Sealing System          | United States | 5,195,298                | 3/23/1993                 | Vlasic Foods International Inc.                                  | Issued          |
| Free Fatty Acid Removal From Used Frying Fat  | United States | 5,560,950                | 10/1/1996                 | Vlasic Foods International Inc.                                  | Issued          |
| Microwave Brownable Potato Composition        | United States | (09/468,120)             | (12/21/1999)              | Vlasic Foods International Inc.                                  | Pending         |
| Quick Brine Equalization Method and Product   | United States | 5,151,286                | 9/29/1992                 | Vlasic Foods International Inc.<br>(formerly Vlasic Foods, Inc.) | Issued          |
| Systems for Sorting Pickle Chips and the Like | United States | 5,154,298                | 10/13/1992                | Vlasic Foods International Inc.<br>(formerly Vlasic Foods, Inc.) | Issued          |

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