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To the Honorable Commissioner of Patents

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wlastic Foods International, Inc.

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

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent
Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10260

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Supplemental Security Agreement

Execution Date: 8-9-00

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)

B. Patent No.(s)

09/468,120

Additional numbers attached? Yes No

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

Name: J. Lee

Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue

City: Albany State: NY ZIP: 12203

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/18/2000 JJALLAH2 00000143 09468120

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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.

Jackie Lee
Name of Person Signing

Jackie Lee
Signature

8-18-02
Date

Total number of pages including cover sheet, attachments, and document: 7

SUPPLEMENTAL PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

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

WHEREAS, the Lien Grantor pursuant to a Patent Security Agreement dated as of October 7, 1998 (the "**Original Patent Security Agreement**") has granted to the Grantee, a continuing security interest in Patent Collateral (as defined therein and identified on Schedule 1 thereof);

WHEREAS, subsequent to the entering into and recordation of the Original Patent Security Agreement, the Lien Grantor has acquired additional Patent Collateral (as defined below), and pursuant to its obligations under Section 5(d) of the Security Agreement, the Lien Grantor is entering into this Supplemental Patent Security Agreement in order to grant to the Grantee security interests in Patent Collateral (as defined below);

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 Supplemental 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 Supplemental Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of August, 2000.

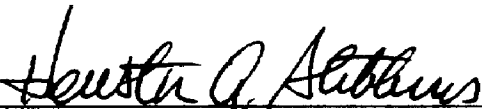
VLASIC FOODS INTERNATIONAL INC.

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 Candar)

I, Joy A. Kelly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Norma B. Calder + Joseph Adler Vice Presidents of VLASIC FOODS INTERNATIONAL INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice Presidents, 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 17 day of August, 2000.

[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

**Schedule I
to Supplemental Patent Security Agreement**

Patents

Title	Country	Patent No. (App. No.)	Filing Date	Applicant	Status
Microwave Brownable Potato Composition	United States	(09/468,120)	(12/21/1999)	Vlasic Foods International Inc.	Pending