

07-24-2003

Form PTO-1595
(Rev. 10/02)

RECC

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Crestar Crusts, Inc.

7-18-03

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address: Attn: Dale E. Pensgen, VP

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

04/11/2003

Execution Date: _____

Street Address: One Chase Square CS-5

City: Rochester State: NY Zip: 14643

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) _____

B. Patent No.(s) 6,048,556

5,865,107

Additional numbers attached? ☐ Yes ☒ No

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

Name: S. Ryan Black, Legal Assistant

Internal Address: c/o Palmer & Dodge, LLP

Street Address: 111 Huntington Avenue
at Prudential Center

City: Boston State: MA Zip: 02199-7613

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

16/0085 (authorized to charge if enclosed check is not sufficient)

DO NOT USE THIS SPACE

9. Signature.

S. Ryan Black, Legal Assistant

Name of Person Signing

Signature

07/18/03

Date

Total number of pages including cover sheet, attachments, and documents: 8

07/23/2003 10:00AM 00000112 6048556

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80.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014294 FRAME: 0535

SCHEDULE A

Additional Names of Conveying Parties:

Richelieu Foods, Inc.

Richelieu Group, Inc.

Willow Foods, Inc.

Richfield Pizza Co., Inc.

SECURITY AGREEMENT (PATENTS)

WHEREAS Richelieu Foods, Inc., a Delaware corporation, Richelieu Group, Inc., a Delaware corporation, Willow Foods, Inc., a Wisconsin corporation, Crestar Crusts, Inc., a Delaware corporation, and Richfield Pizza Co., Inc., a Delaware corporation (the preceding five corporations, collectively, the "Pledgors"), each having an address at 25 Braintree Hill Office Park, Suite 405, Braintree, Massachusetts 02184, are the owners and users of the patents issued by and/or patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

WHEREAS Pledgors have entered into that certain Credit and Security Agreement dated as of April 11, 2003 (the "Credit Agreement") among the Pledgors, as joint and several borrowers, the financial institutions from time to time parties thereto as lenders (the "Lenders"), and JPMorgan Chase Bank, as administrative and collateral agent and arranger (the "Agent"), pursuant to which the Pledgors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge to the Agent, and grant to the Agent, for the benefit of the Lenders, a security interest in, all of the Pledgors' right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents, and all proceeds of any and all of the foregoing (collectively, the "Patent Collateral").

The pledge of, and grant of security interest in, the Patent Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Facility Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with respect to the Patent Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

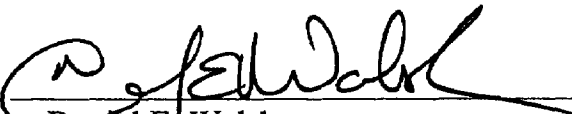
This Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

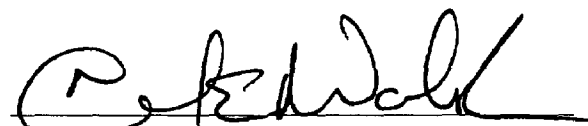
IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Patents) to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of April, 2003.

PLEDGORS:

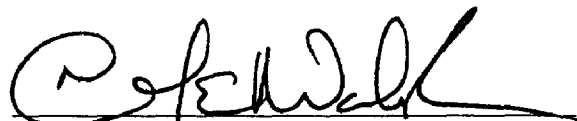
RICHELIEU FOODS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

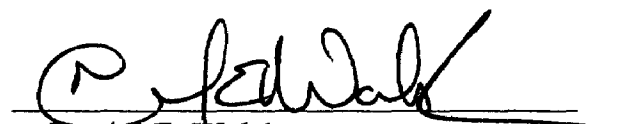
RICHELIEU GROUP, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

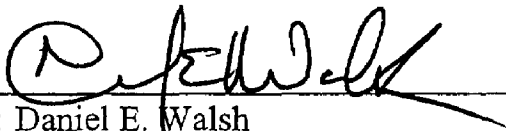
WILLOW FOODS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

CRESTAR CRUSTS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

RICHFIELD PIZZA CO, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

AGENT:

JPMORGAN CHASE BANK, AS AGENT


By: _____
Name: Dale A. Pensgen
Title: Vice President

RICHFIELD PIZZA CO, INC.

By: _____
Name: Daniel E. Walsh
Title: Vice President of Finance

AGENT:

JPMORGAN CHASE BANK, AS AGENT

By:  _____
Name: Dale A. Pensgen
Title: Vice President

SECURITY AGREEMENT (PATENTS)

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