

09-20-2004

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To the Director of the U.S. Patent and

ments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Wise Foods, Inc.

Execution Date(s) September 9, 2004

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Conditional Assignment

2. Name and address of receiving party(ies)

Name: IPIFS Guarantee Corp.

Internal Address: Suite 100

Street Address: 2221 Edge Lake Dr.

City: Charlotte

State: North Carolina

Country: USA Zip: 28217

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

N/A

B. Patent No.(s)

See Schedule A attached and incorporated by reference

Additional numbers attached? Yes No

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

Name: IPIFS Guarantee Corp.

Internal Address: Suite 100

Street Address: 2221 Edge Lake Dr.

City: Charlotte

State: North Carolina Zip: 28217

Phone Number: 704-357-4440

Fax Number: 704-423-1240

Email Address: _____

6. Total number of applications and patents involved:

12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 480.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Manley Roberts
Signature

September 15, 2004

Date

Manley W. Roberts, Esq.

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/21/2004 EC00PER 00000023 4854201

01 FC:8021 480.00 DP

02 FC:8023 120.00 UP

SCHEDULE A

Conveying Party: Wise Foods, Inc.

Receiving Party: IPIFS Guarantee Corp.

PATENTS

ISSUE DATE	PATENT NO.	TITLE	EXP. DATE
4/22/86	4,584,201	Resealable Package, Method of Making and Use	2/17/04
11/18/86	4,622,799	Method of Making a Resealable Package	4/10/05
2/3/87	4,640,843	Low Fat Content Food Chips and Method of Preparation	12/11/04
2/7/89	4,803,091	Corn Spirals and Method of Manufacture	2/7/06
7/4/89	4,844,930	Method for Making Potato Chips	7/22/07
5/8/90	4,923,705	Continuous Method for Making Potato Chips and Potato Chips Prepared Thereby	9/30/08
1/15/91	4,985,269	Continuous Twin Screw Tortilla Chip Process	6/12/10
1/25/94	D343,573	Double Package	1/25/08
2/8/94	D343,943	Turtle Shaped Snack Food	2/8/08
9/1/98	D397,535	Puffed Food Product	9/1/12
2/4/92	5,085,137	Equipment for Preparation of Potato Chips	6/3/11
1/26/88	4,721,625	Process for Preparing Low Oil Potato Chips	11/18/06

CONDITIONAL ASSIGNMENT OF PATENTS

THIS CONDITIONAL ASSIGNMENT is made as of this 9th day of September, 2004, by and between IPIFS GUARANTEE CORP., a Delaware corporation having its principal offices at 2221 Edge Lake Drive, Suite 100, Charlotte, North Carolina 28217 ("Assignee"), and Wise Foods, Inc., a Delaware corporation having its principal offices at 245 Townpark Drive, Suite 450, Kennesaw, Georgia 30144 ("Assignor").

WITNESSETH:

WHEREAS, Assignor is the sole owner of all right, title and interest in and to or the licensee of the patents, patent applications and inventions identified on attached Annex 1, which is incorporated by reference, and all corresponding patents and patent applications in all jurisdictions worldwide, and divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, any patent issuing thereon, and all licenses to or for such patents (collectively, the "Patents");

WHEREAS, simultaneously with the execution of this Conditional Assignment Assignor received a loan from GMAC Commercial Finance LLC ("GMAC CF") and the other lenders parties thereto from time to time (collectively, with GMAC CF, the "Lenders") pursuant to a Credit Agreement between the Assignor, the Lenders, GMAC CF, as agent (the "Agent") for the Lenders, and the other loan parties effective the 9th day of September 2004 (the "Loan");

WHEREAS, the Loan is conditioned on, *inter alia*, Assignee providing credit enhancement to the Agent and the Lenders;

WHEREAS, as a material inducement to Assignee providing credit enhancement on the Loan, Grantor has simultaneously executed a Reimbursement Agreement dated as of the date hereof, by and between the Assignor and Assignee (the "Reimbursement Agreement") and an IP Security Agreement dated as of the date hereof, by and between the Assignor and Assignee (the "IP Security Agreement") granting a lien in and a conditional assignment of the Patents;

WHEREAS, pursuant to the Reimbursement Agreement, the IP Security Agreement and 37 C.F.R. § 3.56, Assignor desires to assign to Assignee, upon an Event of Default (as defined in the Reimbursement Agreement) the entire right, title and interest in and to the Patents and Assignee wishes to obtain, upon an Event of Default, the entire right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, pursuant to 37 C.F.R. §3.56, conditionally assigns all right, title and interest in and to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto, to Assignee, provided that such assignment is conditioned upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, all right, title and interest in and to the

Patents along with any and all rights of enforcement with respect to the Patents, including all rights to sue and recover for the past infringement thereof, and any and all causes of action related thereto shall be, and are hereby, immediately and irrevocably assigned, transferred, set over and conveyed to Assignee.

2. Assignor also agrees at any time to execute and to deliver upon request of Assignee such additional documents as the Assignee may deem necessary or desirable to secure patent protection throughout the world, and otherwise to do whatever necessary to give the full effect to and perfect the rights of the Assignee under this Assignment, including the execution, delivery and procurement of such other documents evidencing this Assignment as the Assignee may deem necessary or desirable.

3. The parties acknowledge and agree that this assignment is conditional upon the occurrence of an Event of Default and that presently, and until the occurrence of an Event of Default, there has been no assignment of the Patents. Therefore, until an Event of Default has occurred, the Assignor enjoys all of the substantive rights of patent ownership, including, without limitation, the right to sue for infringement, the right to prosecute any pending related applications and the duty to pay all maintenance fees for the Patents.

4. In the event Assignee was, is or becomes a party to or other participant in, or is threatened to be made a party to or other participant in, a threatened, pending or completed action, claim, suit or proceeding by reason of (or arising or allegedly arising in any manner out of or relating to in whole or in part) this Conditional Assignment, the Reimbursement Agreement and/or the IP Security Agreement, Assignor to the fullest extent permitted by applicable law shall indemnify and hold harmless the Assignee from and against any and all losses, damages, judgments, awards, fines, penalties, amounts paid or payable in settlement, deficiencies and expenses (including, without limitation, all reasonable attorney's fees, costs, witness fees and expenses, interest, assessments, and other charges) suffered, incurred or sustained by the Assignee or to which the Assignee becomes subject, resulting from, arising out of or relating to such action, claim, suit or proceeding (it being understood that any such losses, damages, judgments, awards, fines, penalties, amounts, deficiencies and expenses shall be paid or reimbursed (as applicable) by Assignor as soon as practicable but in any event no later than 15 days after written request is made to Assignor accompanied by supporting documentation). The Assignee shall give Assignor written notice of any action, claim, suit or proceeding (accompanied by such reasonable supporting documentation as may be in the Assignee's possession) as soon as practicable after the Assignee becomes aware thereof; provided that the failure of the Assignee to give such notice shall not relieve Assignor of its indemnification obligations under this Conditional Assignment.

5. Upon the occurrence of an Event of Default all of the foregoing Patents shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this conditional transfer to Assignee had not been made. This Assignment is not intended to limit Assignor's obligation pursuant to §§ 2, 4.3, 5.5

and 5.6 of the IP Security Agreement to assign patents and patent applications that have not been included in Schedule 1.

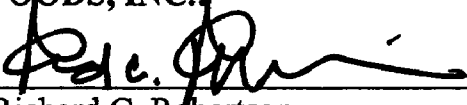
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IN WITNESS WHEREOF, Assignor has caused this instrument of Conditional Assignment to be executed and its corporate seal to be hereunto affixed.

Agreed to and accepted this 9 th day of September 2004.

WISE FOODS, INC.:

By:


Richard C. Robertson
President and Chief Executive Officer

IPIFS GUARANTEE CORP.:

By: _____

Name:

Title:


IN WITNESS WHEREOF, Assignor has caused this instrument of Conditional Assignment to be executed and its corporate seal to be hereunto affixed.

Agreed to and accepted this 9 th day of September 2004.

WISE FOODS, INC.:

By: _____
Name:
Title:

IPIFS GUARANTEE CORP.:

By: 
Name: **KEITH AGISIM**
Title: **PRESIDENT**

ANNEX 1

ISSUE DATE	PATENT NO.	TITLE	EXP. DATE
4/22/86	4,584,201	Resealable Package, Method of Making and Use	2/17/04
11/18/86	4,622,799	Method of Making a Resealable Package	4/10/05
2/3/87	4,640,843	Low Fat Content Food Chips and Method of Preparation	12/11/04
2/7/89	4,803,091	Corn Spirals and Method of Manufacture	2/7/06
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5/8/90	4,923,705	Continuous Method for Making Potato Chips and Potato Chips Prepared Thereby	9/30/08
1/15/91	4,985,269	Continuous Twin Screw Tortilla Chip Process	6/12/10
1/25/94	D343,573	Double Package	1/25/08
2/8/94	D343,943	Turtle Shaped Snack Food	2/8/08
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