

12-10-2001



Form PTO-1594  
1-31-92

11.12.01

101911067

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
 U Save Foods, Inc. (d/b/a Sixth Street Foods Stores, Inc.)

Individuals  Association  
 General Partnership -  Limited Partnership:  
 Corporation - State: Nebraska  
 Other:

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

2. Name and address of receiving party(ies):  
 Name: Bankers Trust Company  
 Internal Address: \_\_\_\_\_  
 Street Address: 130 Liberty Street  
 City: New York State: New York ZIP: 10006

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Interest  Change of Name  
 Other - \_\_\_\_\_

Execution Date: August 13, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\  
 Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 3

7. Total fee (37 CFR 3.41): ..... \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705  
 (Attach duplicate copy of this page if paying by deposit account)

12/10/2001 LMJELLER 00000028 231705 75698102

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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.

Brian T. Jaenicke  
 Name of Person Signing

Brian T. Jaenicke Signature  
11/12/01 Date  
 Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

<u>Applications for:</u>	<u>Serial No.</u>	<u>Filed Date</u>
IT'S BETTER	75/698102	May 3, 1999
IT'S BETTER ... WAY BETTER	75/697775	May 3, 1999
U-SAVE FOODS; IT'S BETTER ... WAY BETTER	75/697635	May 3, 1999

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, U Save Foods, Inc. (d/b/a Sixth Street Foods Stores, Inc.), a Nebraska corporation (the "Grantor") with offices at 7600 France Avenue South, P.O. Box 355, Minneapolis, Minnesota 55440-355, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 19, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of the

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 13<sup>th</sup> day of August, 2001.

U SAVE FOODS, INC., Grantor

By: Robert B. Dimore  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANKERS TRUST COMPANY,  
as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 13<sup>th</sup> day of August, 2001.

U SAVE FOODS, INC., Grantor

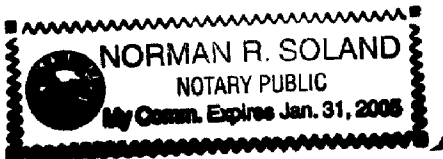
By: \_\_\_\_\_  
Name:  
Title:

BANKERS TRUST COMPANY, as Collateral Agent and Grantee

By: Scotty D. Lindsey  
Name: **Scottye Lindsey**  
Title: **Vice President**

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

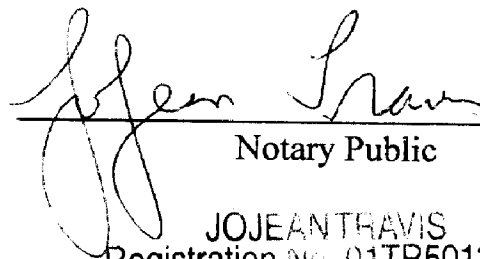
On this 22<sup>D</sup> day of AUGUST, 2001, before me personally came ROBERT B. DIMOND who, being by me duly sworn, did state as follows: that ~~ts~~he is TREASURER of U Save Foods, Inc., that ~~ts~~he is authorized to execute the foregoing Grant on behalf said corporation and that ~~ts~~he did so by authority of the Board of Directors of said corporation.



Norman R. Soland  
Notary Public

STATE OF NEW YORK)  
COUNTY OF NEW YORK) ss.

On this 7TH day of NOV., 2001, before me personally came SCOTTIE LINDSEY who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of Bankers Trust Company, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

JOJEAN TRAVIS  
Registration No. 01TR5013241  
New York County  
July 15, 2003