

05-14-2004

5-14-04

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/04)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

SEA COAST FOODS, INC.

- Individual(s)
- General Partnership
- Corporation- WA
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: MARCH 19, 2003

2. Name and address of receiving party(ies)

Name: DEUTSCHE BANK TRUST COMPANY AMERICAS

Internal

Address: \_\_\_\_\_

Street Address: 60 WALL STREET

City: NEW YORK State: NY Zip: 10005

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State NY
- Other \_\_\_\_\_

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
See Attached

B. Trademark Registration No.(s)  
See Attached

Additional number(s) attached  Yes  No

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

Name: Ms. Penelope Agadoa

Internal Address: Federal Research Corporation

Street Address: 1030 Fifteenth Street NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Daniel M. Bloch

Name of Person Signing

Signature

Date

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

05/17/2004 6T0N11 00000002 1445405

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:8521 40.00 OP  
02 FC:8522 250.00 OP

TRADEMARK  
REEL: 002966 FRAME: 0307

**LOCATION OF COLLATERAL**

<u>Description</u>	<u>Location</u>
None.	

**EQUITY INTERESTS**

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
None.				

**DEBT SECURITIES**



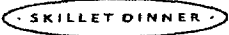
<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
None.			

**INTELLECTUAL PROPERTY**

- I. Copyrights – None
- II. Copyright Applications – None
- III. Copyright Licenses – None
- IV. Patents – None
- V. Patent Applications – None
- VI. Patent Licenses - None
- VII. United States Trademarks and Applications

<b>CHEF'S CHOICE</b>						
<b>COUNTRY/ STATE OF REG.</b>	<b>TRADEMARK</b>	<b>REG. NO. OR SERIAL NO.</b>	<b>FILING DATE</b>	<b>ISSUE DATE</b>	<b>GOODS AND/OR SERVICES</b>	<b>RECORD OWNER</b>
United States		585,900	10/28/1950	02/23/1954	Canned fruits, canned vegetables in Classes	Sea Coast Foods, Inc.


## CHEF'S CHOICE

COUNTRY/ STATE OF REG.	TRADEMARK	REG. NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RECORD OWNER
					29 and 30	
United States	<b>Chef's Choice</b>	1,445,405	09/02/1986	06/30/1987	Canned fruits and vegetables, and frozen fruits and vegetables in Class 29	Sea Coast Foods, Inc.
United States		2,143,075	09/05/1995	03/10/1998	Prepared and packaged entrees consisting primarily of cheese, meats, vegetables, potatoes, or combinations thereof with or without sauces in Class 29	Sea Coast Foods, Inc.
United States	SKILLET DINNER	2,164,854 (Supplemental)	11/15/1996	06/09/1998	Frozen meals consisting primarily of vegetables, which also include chicken, in Class 29  Frozen meals consisting primarily of pasta, which also include vegetables with chicken in Class 30	Sea Coast Foods, Inc.
United States		2,213,548 (Supplemental)	02/04/1998	12/22/1998	Frozen meals consisting primarily of vegetables, which also include chicken, in Class 29  Frozen meals consisting primarily of pasta, which also include vegetables with chicken in Class 30	Sea Coast Foods, Inc.

**CHEF'S CHOICE**

COUNTRY/ STATE OF REG.	TRADEMARK	REG. NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RECORD OWNER
United States	READY TO COOK MEALS	2,223,433  (Supplemental)	02/19/1998	02/09/1999	Frozen meals consisting primarily of vegetables, which also include chicken, beef, pork, or seafood in Class 29  Frozen meals consisting primarily of pasta or rice, which also include vegetables with chicken, beef, pork or seafood in Class 30	Sea Coast Foods, Inc.
United States	SKILLETT DINNER	2,270,067 (Supplemental)	03/04/1999	08/10/1999	Frozen meals consisting primarily of rice which also include a protein ingredient; frozen meals consisting primarily of rice which also include a vegetable ingredient and a protein ingredient; and frozen meals consisting primarily of rice which also include a vegetable ingredient and beef or seafood as an ingredient in Class 30	Sea Coast Foods, Inc.

## VIII. Trademark Licenses

<b>CHEF'S CHOICE</b>						
<b>COUNTRY/ STATE OF REG.</b>	<b>TRADEMARK</b>	<b>REG. NO. OR SERIAL NO.</b>	<b>FILING DATE</b>	<b>ISSUE DATE</b>	<b>GOODS AND/OR SERVICES</b>	<b>RELEVANT LICENSE</b>
United States	CHEF'S CHOICE	1,178,351	03/31/1980	11/17/1981	Fresh cornish game hens in Class 29.	Trademark License dated 09/30/97 between Perdue Holdings, Inc. (Licensor) and Sea Coast Foods, Inc. (Licensee)
United States		1,547,565	02/18/1988	07/11/1989	Fresh pork, beef, chicken, turkey and sausage in Class 29.	Trademark License dated 09/30/97 between Perdue Holdings, Inc. (Licensor) and Sea Coast Foods, Inc. (Licensee)
United States	CHEF'S CHOICE	2,028,196	03/03/1995	01/07/1997	Poultry in Class 29.	Trademark License dated 09/30/97 between Perdue Holdings, Inc. (Licensor) and Sea Coast Foods, Inc. (Licensee)

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United States	CHEF'S CHOICE	2,095,467	04/07/1994	09/09/1997	<p>Frozen meals consisting primarily of vegetables with seafood, fish, chicken, pork or beef in Class 29</p> <p>Frozen meals consisting primarily of pasta with seafood, fish, or chicken, and frozen meals consisting primarily of pasta and vegetables with seafood, fish, or chicken in Class 30</p>	<p>Trademark License dated 09/30/97 between Perdue Holdings, Inc. (Licensor) and Sea Coast Foods, Inc. (Licensee)</p>

**SUPPLEMENT NO. 2** dated as of March 19, 2004, to the Guarantee and Collateral Agreement (the "Collateral Agreement") dated as of November 25, 2003, among **CRUNCH HOLDING CORP.**, a Delaware corporation ("Holdings"), **PINNACLE FOODS HOLDING CORPORATION**, a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and **DEUTSCHE BANK TRUST COMPANY AMERICAS** ("DBTCA"), as Collateral Agent (in such capacity, the "Collateral Agent").

A. Reference is made to the Credit Agreement dated as of November 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the lenders from time to time party thereto and, DBTCA, as Administrative Agent, General Electric Capital Corporation, as Syndication Agent, and JPMorgan Chase Bank, Citicorp North America, Inc. and Canadian Imperial Bank of Commerce, as Co-Documentation Agents.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Section 7.14 of Collateral Agreement provides that additional Subsidiaries may become Subsidiary Parties under the Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.14 of the Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party (and accordingly, becomes a Guarantor and a Grantor), Grantor and Guarantor under the Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party and the New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Subsidiary Party, Grantor and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Guarantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment

and performance in full of the Obligations, (a) does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Subsidiary's right, title and interest in and to the Collateral of the New Subsidiary and (b) guarantee the Obligations set forth in Section 2 of the Collateral Agreement. Each reference to a "Guarantor" or "Grantor" in the Collateral Agreement shall be deemed to include the New Subsidiary. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement 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 contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Subsidiary and (b) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Collateral Agreement.



SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

**SEA COAST FOODS, INC.**

by



\_\_\_\_\_  
Name:

Title:

Legal Name: Sea Coast Foods, Inc.

Jurisdiction of Formation:

Washington

Location of Chief Executive office:

Cherry Hill Executive Campus #6

One South Union Place

Cherry Hill, NJ 08002

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
AS COLLATERAL AGENT**


by

\_\_\_\_\_  
Name:

Title:

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS,  
AS COLLATERAL AGENT**

by



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Name: **Scottye Lindsey**

Title: **Director**

**LOCATION OF COLLATERAL**

<u>Description</u>	<u>Location</u>
None.	

**EQUITY INTERESTS**

<u>Issuer</u>	<u>Number of Certificate</u>	<u>Registered Owner</u>	<u>Number and Class of Equity Interests</u>	<u>Percentage of Equity Interests</u>
None.				

**DEBT SECURITIES**



<u>Issuer</u>	<u>Principal Amount</u>	<u>Date of Note</u>	<u>Maturity Date</u>
None.			

**INTELLECTUAL PROPERTY**

- I. Copyrights – None
- II. Copyright Applications – None
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NY1:1498901.1

**RECORDED: 05/14/2004**

**TRADEMARK  
REEL: 002966 FRAME: 0321**