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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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100714798

To the Honorable Commissioner of Patents and Trademarks

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rhee Bros., Inc.
9505 Berger Road
Columbia, Maryland 21046

- Individual(s)
- General Partnership
- Corporation-State
- 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: April 17, 1998

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.
 Internal Address: NationsBank Business Credit
 Street Address: 100 S. Charles Street
 City: Baltimore State: MD ZIP: 21201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

See Exhibit A Attached Hereto

B. Trademark Registration No.(s)

See Exhibit A Attached Hereto

Additional numbers attached? Yes No

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

Name: Laura Runyeon
 Internal Address:
 Street Address: Miles & Stockbridge
 10 Light Street, 8th Floor
 City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41)

\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

05/18/1998 SSMITH 00000258 200052 75077661

DO NOT USE THIS SPACE

FC:481 40.00 EH
FC:482 100.00 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.

Laura Runyeon
Name of Person Signing

Laura Runyeon
Signature

April 17, 1998

Date

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

13

SCHEDULE A

LIST OF TRADEMARKS

REGISTRATION NO.	SERIAL NO.	TRADEMARK	GOODS
2,108,350	75-077,661	Assi Brand	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste
2,033,143	74-511,548	Design only	Fried fish cake
1,950,136	74,511,549	Design only	Noodle soup with seasoning
1,987,878	74-511,550	Design only	Cold noodle soup
1,968,981	74-511,551	Design only	Radish kimchee cold noodle soup
2,000,561	74-511,879	Design only	Preserved, dried and cooked vegetables, namely dried laver
1,892,270	74-512,626	Design only	Preserved, dried and cooked vegetables and fruits, namely dried seaweed
1,911,586	74-512,627	Design only	Fish, namely crab stick and preserved dried and cooked fish meats and meat extracts
2,140,224	75-157,052	Design only	Hot bean paste used as preservatives and dressings
1,943,480	74-511,878	Emperor	Sauces, excluding apple and cranberry spices and other chinese staple foods including rice, tea, flour, preparations made from cereals, bread, honey, baking powder, mustard and vinegar
1,482,594	73-674,669	Korean Rice	Rice
1,966,004	74-511,552	Design only	Oriental dumpling skin
2,069,103	75-077,703	Design only	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste
Pending	74-511,883	Design only	Hot bean paste
Pending	75-320,573	Malgunsam	Rice, corn, barley, wheat, nuts, beans, grains, flour, sugar, tea, coffee, oil, bread, honey, baking-powder, salt, mustard, vinegar, spices and sauces, excluding cranberry and apple sauces

REGISTRATION NO.	SERIAL NO.	TRADEMARK	GOODS
Pending	75-321,006	Design only	Rice, corn, barley, wheat, nuts, beans, grains, flour, sugar, tea, coffee, bread, honey, baking-powder, salt, mustard, vinegar, spices and sauces, excluding cranberry and apple sauces
Pending	75,107,166	Design only	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste

COLLATERAL ASSIGNMENT OF TRADEMARKS
AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 17th day of April, 1998, by RHEE BROS., INC., a corporation organized and existing under the laws of the State of Maryland (the "Assignor"), in favor of NATIONSBANK, N.A., a national banking association (the "Lender").

RECITALS

A. The Assignor, Korea Plaza, Inc. ("Borrower 2"), Hana Supermarket, Inc. of Virginia ("Borrower 3") and Hana Oriental Supermarket, Inc. ("Borrower 4") have applied to the Lender for certain revolving credit and letter of credit facilities (the "Credit Facilities") under the provisions of a certain Financing and Security Agreement dated the date hereof by and between the Lender, the Assignor, Borrower 2, Borrower 3 and Borrower 4 (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender, a Lien on, and security interest, in certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreement.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt

of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender and subject to filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and to the Assignor's knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which it is registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons, except those existing obligations and liens in favor of LaSalle National Bank, which obligations are to be repaid in full on the date hereof with the proceeds of the Credit Facilities, and which liens are thereafter to be released..

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements, that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, Lenders and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any newtrademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the Financing Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the Financing Agreement, the Assignor shall have the duty to (i) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Agreement or thereafter (to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired), (ii) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (iii) upon reasonable written request of the Lender, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any reasonable expenses incurred in connection with such applications shall be part of the Administration Costs. The Assignor shall not abandon any Trademark or any pending application for trademark registration, unless the value of such Trademark or application in the Assignor's business does not justify the actions required to avoid such abandonment, without the consent of the Lender.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if necessary, at its own expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses

The Assignor agrees to pay to the Lender upon demand as part of the Administration Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's or the Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Assignor on demand by the Lender.

ARTICLE IV
EVENTS OR EVENT OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of business and only if such sublicensee is provided notice that the sublicense is

subject to the terms of this Agreement, the license granted to the Assignor in this Paragraph, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law may, following an Event of Default, upon notice to the Assignor, take such action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer or Lender of the Lender as the Lender may select, in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of the Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lender are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations, the Lender shall execute and deliver to the Assignor all documents necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks, and any additional trademarks which are subject to the Lien of this Assignment.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" or a "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

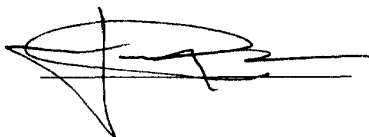
Section 5.5 Governing Law.

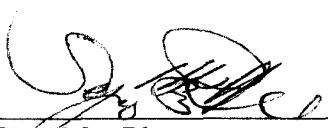
This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

RHEE BROS., INC.



By:  (SEAL)
Syng Man Rhee
President

Approved and Accepted:

By: _____

Name:

Title:

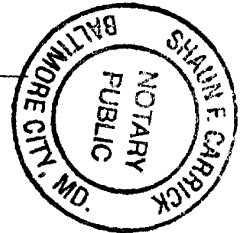
ACKNOWLEDGMENT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 17th day of April, 1998, before me personally appeared Syng Man Rhee to me known and being duly sworn, deposes and says that he is the President of RHEE BROS., INC., a Maryland corporation, the Assignor; that he signed the Assignment as President of such corporation pursuant to the authority vested in him by law; that the within Assignment is the voluntary act of such corporation; and he desires the same to be recorded as such.

[Handwritten Signature]

Notary Public



My Commission Expires: 9-1-99

SCHEDULE A

LIST OF TRADEMARKS

REGISTRATION NO.	SERIAL NO.	TRADEMARK	GOODS
2,108,350	75-077,661	Assi Brand	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste
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1,950,136	74,511,549	Design only	Noodle soup with seasoning
1,987,878	74-511,550	Design only	Cold noodle soup
1,968,981	74-511,551	Design only	Radish kimchee cold noodle soup
2,000,561	74-511,879	Design only	Preserved, dried and cooked vegetables, namely dried laver
1,892,270	74-512,626	Design only	Preserved, dried and cooked vegetables and fruits, namely dried seaweed
1,911,586	74-512,627	Design only	Fish, namely crab stick and preserved dried and cooked fish meats and meat extracts
2,140,224	75-157,052	Design only	Hot bean paste used as preservatives and dressings
1,943,480	74-511,878	Emperor	Sauces, excluding apple and cranberry spices and other chinese staple foods including rice, tea, flour, preparations made from cereals, bread, honey, baking powder, mustard and vinegar
1,482,594	73-674,669	Korean Rice	Rice
1,966,004	74-511,552	Design only	Oriental dumpling skin
2,069,103	75-077,703	Design only	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste
Pending	74-511,883	Design only	Hot bean paste
Pending	75-320,573	Malgunsam	Rice, corn, barley, wheat, nuts, beans, grains, flour, sugar, tea, coffee, oil, bread, honey, baking-powder, salt, mustard, vinegar, spices and sauces, excluding cranberry and apple sauces

REGISTRATION NO.	SERIAL NO.	TRADEMARK	GOODS
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Pending	75,107,166	Design only	Meat, fish, poultry, dried and cooked vegetables, edible oils, pickles, bean paste

SCHEDULE B

NONE

SCHEDULE A

LIST OF TRADEMARKS

REGISTRATION NO.	SERIAL NO.	TRADEMARK	GOODS
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