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FORM PTO-1594
(Rev. 6-93)

06-08-1998

U.S. DEPARTMENT OF COMM
U.S. Patent & TM Office/TM Mail Receipt Dt. #10 Trademark
NL 05-20-1998

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



Tab settings

To the Honorable Commissioner,

100729966

1 the attached original documents or copy thereof.

M2D 5.20.98

1. Name of conveying party(ies):

THE ANTHONY DEAN CORPORATION

- Individual(s)
- General Partnership
- Corporation-State TEXAS
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: NATIONS BANK, NA

Internal Address: 1555 PALM BEACH LAKES BLVD

Street Address: SUITE 310

City: WEST PALM BEACH State: FL ZIP: 3340

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State TEXAS
- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other COLLATERAL ASSIGNMENT
- Merger
- Change of Name

Execution Date: May 8, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,831,594

1,831,595

Additional numbers attached? Yes No

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

Name: AMY BRADY

Internal Address: CSC

Street Address: 80 STATE STREET

City: ALBANY State: NY ZIP: 12207

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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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 the original document.

TONYA CHAPPLE
Name of Person Signing

Tonya Chapple
Signature

MAY 15, 1998
Date

Total number of pages including cover sheet, attachments, and documents: 2

RECEIVED
MAY 15 1998
FEE PROCESSING OFFICE
01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 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**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), is made as of the 8th day of May, 1998, by and between **THE ANTHONY DEAN CORPORATION** (the "*Grantor*") in favor of **NATIONSBANK, N.A.** (the "*Secured Party*").

W I T N E S S E T H:

WHEREAS, the Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on *Schedule 1* attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "*Trademark Rights*"); and

WHEREAS, pursuant to a certain Security Agreement, dated as of even date herewith, (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "*Security Agreement*"; capitalized terms used herein and not defined herein shall have the meanings therein ascribed to them), by and among the Grantor, the Secured Party and the other parties thereto, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to, among other things, the Trademark Rights;

NOW, THEREFORE, in order to record the grant of such security interest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby further grants to the Secured Party a security interest in, and makes to the Secured Party a collateral assignment of, the entire right, title, and interest of the Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to the Secured Party for the payment of all the Secured Obligations, shall constitute a part of the Collateral and shall be subject to all of the applicable terms and conditions of the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Rights are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein.

Notwithstanding the foregoing, unless and until the Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, the Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration

and the security interest granted herein and in the Security Agreement, or otherwise with the consent of the Secured Party.

The security interest in and collateral assignment of the Trademark Rights granted hereunder and under the Security Agreement shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Secured Obligations. At such time the Secured Party shall promptly execute and deliver to the Grantor, or to a third party upon such Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by the Grantor, all as may be necessary to release the Secured Party's security interest in the Trademark Rights, all at the cost and expense of the Grantor.

This Agreement shall inure to the benefit of the Secured Party and its successors and assigns and bind the Grantor and its successors and assigns.

The address of the Secured Party is 1555 Palm Beach Lakes Boulevard, Suite 310, West Palm Beach, Florida 33401.

Schedule 1

<u>Registration Title</u>	<u>Registration Number</u>	<u>Date</u>
CRUISE FAIRS OF AMERICA and Design	1,831,594	4/19/94
CRUISE FAIRS OF AMERICA	1,831,595	4/19/94

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written.

THE ANTHONY DEAN CORPORATION

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

Accepted and agreed to:

NATIONSBANK, N.A.

By: [Signature]
Name: Henry C. Pennell
Title: Assistant Vice President

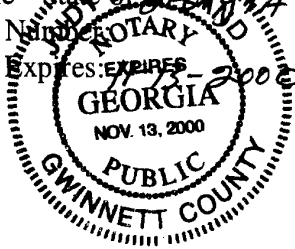
STATE OF GEORGIA)
) to wit:
COUNTY OF FULTON)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County listed above to take acknowledgments, personally appeared Jill M. Vales who is personally known to me to be the person who signed the foregoing Collateral Assignment and Trademark Security Agreement on behalf of The Anthony Dean Corporation and who executed the foregoing instrument on May 8, 1998, and who acknowledged before me in the State and County listed above that she executed same.

This acknowledgment is given for the sole purpose of verifying the identity of the parties who signed the foregoing instrument and the place of its signing, and without any liability on the part of the Notary with regard to the obligations of the foregoing instrument.

WITNESS my hand and official seal this 8th day of May, 1998.

Judy J. Roland
Print Name: *Judy J. Roland*
Notary Public - State of *Georgia*
Commission Number: *80680*
Commission Expires: *NOV 13 2000*

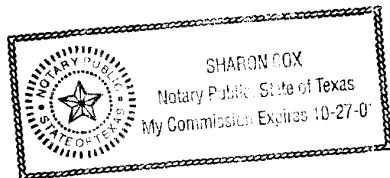


STATE OF TEXAS)
) to wit:
COUNTY OF DALLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County listed above to take acknowledgments, personally appeared Henry C. Pennell who is personally known to me to be the person who signed the foregoing Collateral Assignment and Trademark Security Agreement behalf of NationsBank, N.A. and who executed the foregoing instrument on May 12, 1998, and who acknowledged before me in the State and County listed above that he executed same.

This acknowledgment is given for the sole purpose of verifying the identity of the parties who signed the foregoing instrument and the place of its signing, and without any liability on the part of the Notary with regard to the obligations of the foregoing instrument.

WITNESS my hand and official seal this 12th day of May, 1998.



Sharon Cox
Print Name: SHARON COX
Notary Public - State of TEXAS
Commission Number: _____
Commission Expires: 10-27-01