

10-30-1998

Docket No.:



100864952

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To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Annie's Homegrown, Inc.

10-26-98

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: September 25, 1998

2. Name and address of receiving party(ies):

Name: Fremont Financial Corporation

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

Street Address: 666 5th Avenue, 21st Floor

City: New York State: NY ZIP: 1010

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

If assignee is not domiciled in the United States, a domestic designation is N/A  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es) N/A  Yes  No

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

A. Trademark Application No.(s)

10/29/1998 SBURMS 00000048 1856856

01 FC:481 40.00 OP

Additional numbers

B. Trademark Registration No.(s)

Registration Number: 1,856,856  
Registration Date: 10/04/94

Yes  No

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

Name: Christopher W. Andrews

Internal Address: Brown Rudnick Freed & Gesmer

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00 E

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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.

Christopher W. Andrews

Name of Person Signing

Christopher W. Andrews  
Signature

Oct 19, 1998  
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1805 FRAME: 0726

FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT

THE FIRST AMENDMENT ("Amendment") TO TRADEMARK SECURITY AGREEMENT dated as of September 23, 1998 is between Fremont Financial Corporation ("Secured Party") and Annie's Homegrown, Inc. ("Borrower").

WHEREAS, Secured Party and Borrower are parties to a Trademark Security Agreement dated August 23, 1998 (the "Security Agreement") pursuant to which Borrower granted to Secured Party a security interest in Borrower's trademarks;

WHEREAS, Borrower has purchased the trademark Tamarind Tree® from The Tamarind Tree Ltd. and wishes to grant to Secured Party a security interest therein and to amend the Schedule A to the Security Agreement to include such trademark thereon;

NOW, THEREFORE, for good and valuable consideration the receipt of which is acknowledged, Secured Party and Debtor agree:

1. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Security Agreement.
2. Pursuant to the terms of the Security Agreement, as collateral security for the complete and final payment of all Obligations, the Borrower hereby grants to the Secured Party a continuing security interest in and first priority lien on the trademark Tamarind Tree® and all Trademark Collateral relating thereto or arising therefrom and pledges, mortgages and hypothecates (but does not transfer title to) said trademark to the Secured Party. Borrower further agrees that said trademark shall be subject to all the terms and conditions of the Security Agreement including, without limitation, Section 2.2 thereof.
2. Borrower and Secured Party hereby amend Schedule A to the Security Agreement to add the following thereto:

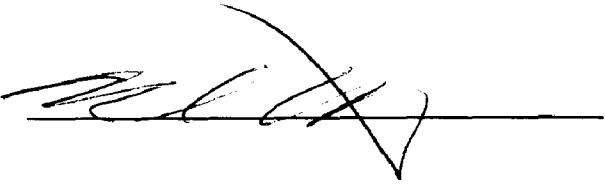
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Tamarind Tree	1,856,856	10/4/94

3. Borrower and Secured Party hereby agree that the Security Agreement, as amended hereby, remains in full force and effect.

IN WITNESS WHEREOF, Borrower has caused this Amendment to be executed by its duly authorized officer on the date first above written.

WITNESS:

ANNIE'S HOMEGROWN, INC.



By: Paul B. Nardone  
Name: Paul B. Nardone  
Title: President

FREMONT FINANCIAL CORPORATION



By: Peter J. Alvarez  
Name: PETER J. ALVAREZ  
Title: ASST. V.P.

COMMONWEALTH OF MASSACHUSETTS  
COUNTY:

September 25, 1998

Then personally appeared the above-named Paul Hardone and stated that he is the duly authorized President of Annie's Homegrown, Inc. (the "Corporation") and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Corporation, before me,

Debra Brown  
Notary Public **DEBRA BROWN**  
My Commission Expires: **Notary Public**  
**My Commission Expires May 13, 2005**

STATE: NEW YORK  
COUNTY: QUEENS

September 29, 1998

Then personally appeared the above-named PETER ALVAREZ and stated that he is a duly authorized ASST. VICE PRES of Fremont Financial Corporation (the "Secured Party") and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Secured Party, before me,

Shirley M. Young  
~~Notary Public~~  
My Commission Expires: 3/11/2000

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SHIRLEY M. YOUNG  
Notary Public, State of New York  
No. 01YO5056954  
Qualified in Queens County  
Commission Expires March 11, 2000