



Tab settings = = = 12/30/98

100932701

Original documents or copy thereof.

1. Name of conveying party(ies):

Vlasic International Brands Inc.

- 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: 10/7/98

2. Name and address of receiving party(ies)

Name: Morgan Guaranty Trust Company or New York, as Collateral Agent
Internal Address:

Street Address: 60 Wall Street
City: New York State: NY ZIP: 10200

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

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)

B. Trademark Registration No.(s)

See Schedule 1 attached

Additional numbers attached? Yes No

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

Name: Jackie Lee
Internal Address: Access Information Services, Inc.

Street Address: 1773 Western Avenue
P.O. Box 3709
City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41).....\$ 540.00E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/30/1998 DNGUYEN 00000293 1A406A3

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 500.00 DP

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.

Lila Demarandi
Name of Person Signing

[Signature]
Signature

10/27/98
Date

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

10

**Schedule I
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Assigned to</u>
DESIGN: ALLIGATOR	1,840,683	06/12/94	Vlasic International Brands Inc.
DESIGN: BEAR	1,838,030	05/31/94	Vlasic International Brands Inc.
DESIGN: ELEPHANT	1,839,558	06/14/94	Vlasic International Brands Inc.
DESIGN: FOX	1,845,775	07/19/94	Vlasic International Brands Inc.
DESIGN: HIPPO	1,840,680	06/21/94	Vlasic International Brands Inc.
DESIGN: LION	1,824,530	03/01/94	Vlasic International Brands Inc.
DESIGN: MOOSE	1,839,532	06/14/94	Vlasic International Brands Inc.
DESIGN: RHINO	1,840,737	06/21/94	Vlasic International Brands Inc.
DESIGN: SHARK	1,823,037	02/22/94	Vlasic International Brands Inc.
DESIGN: TIGER	1,840,681	06/21/94	Vlasic International Brands Inc.
DESIGN: WALRUS	1,840,684	06/21/94	Vlasic International Brands Inc.
FUN FEAST	1,793,773	09/21/93	Vlasic International Brands Inc.
GREAT STARTS	1,824,509	03/01/94	Vlasic International Brands Inc.
GREAT STARTS & DESIGN	1,825,316	03/08/94	Vlasic International Brands Inc.
GREAT TASTE MADE EASY	1,998,679	09/03/96	Vlasic International Brands Inc.
HUNGRY-HOMBRE (STYLIZED)	1,086,539	02/28/78	Vlasic International Brands Inc.
HUNGRY-MAN (STYLIZED)	1,086,538	02/28/78	Vlasic International Brands Inc.
LE MENU	1,713,948	09/08/72	Vlasic International Brands Inc.
MAC & MORE	1,953,357	01/30/96	Vlasic International Brands Inc.
MAC & MORE & DESIGN	1,965,398	04/02/96	Vlasic International Brands Inc.
PLUMP & JUICY (STYLIZED)	1,260,588	12/06/83	Vlasic International Brands Inc.

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, VLASIC INTERNATIONAL BRANDS INC., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Vlastic Foods International Inc. (the "**Company**"), the Banks party thereto, The Chase Manhattan Bank, as Syndication Agent, and Morgan Guaranty Trust Company of New York, as Administrative Agent and Collateral Agent, are parties to an Amended and Restated Credit Agreement dated as of September 30, 1998 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the terms of a Subsidiary Guaranty Agreement dated as of September 30, 1998, the Lien Grantor has guaranteed, subject to certain limitations, certain obligations of Vlastic Foods International Inc. (such guarantee being herein referred to as the Lien Grantor's "**Guaranty**"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of September 30, 1998 (as such agreement may be amended and/or supplemented from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Morgan Guaranty Trust Company of New York, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), the Lien Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in or other Lien on substantially all the personal property (except certain excluded assets) of the Lien Grantor, including all right, title and interest of Lien Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Lien Grantor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor does hereby grant to the Grantee, to secure the Lien Grantor's Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being

herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of the Lien Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of October, 1998.

VLASIC INTERNATIONAL
BRANDS INC.

By: WR Lewis
Name: William R Lewis
Title: Pres.

By: Joseph Adler
Name: Joseph Adler
Title: V. Pres.

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 7th day of October, 1998.

VLASIC INTERNATIONAL
BRANDS INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Acknowledged:

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, as Collateral Agent

By: Kathryn Gayko-Yanes
Name: **KATHRYN GAYKO-YANES**
Title: **VICE PRESIDENT**

STATE OF New Jersey)
) ss.:
COUNTY OF Camden)

I, Joy A. Kelly, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William B. Lewis and Joseph Adler of VLASIC INTERNATIONAL BRANDS INC. (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President and Vice President, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 7th day of October, 1998

[Seal]

Joy A. Kelly
Signature of notary public
My Commission expires May 1, 2003

JOY A. KELLY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 1, 2003

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Assigned to</u>
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GREAT STARTS & DESIGN	1,825,316	03/08/94	Vlasic International Brands Inc.
GREAT TASTE MADE EASY	1,998,679	09/03/96	Vlasic International Brands Inc.
HUNGRY-HOMBRE (STYLIZED)	1,086,539	02/28/78	Vlasic International Brands Inc.
HUNGRY-MAN (STYLIZED)	1,086,538	02/28/78	Vlasic International Brands Inc.
LE MENU	1,713,948	09/08/72	Vlasic International Brands Inc.
MAC & MORE	1,953,357	01/30/96	Vlasic International Brands Inc.
MAC & MORE & DESIGN	1,965,398	04/02/96	Vlasic International Brands Inc.
PLUMP & JUICY (STYLIZED)	1,260,588	12/06/83	Vlasic International Brands Inc.
COUNTRY CLASSIC	1,513,742	11/22/88	VF Brands, Inc.
MILWAUKEE'S	578,795	08/18/53	VF Brands, Inc.
OPEN PIT	701,940	07/26/60	VF Brands, Inc.
SANDWICH IMPROVEMENT	1,858,473	10/18/94	VF Brands, Inc.
SANDWICH STACKERS	1,898,229	06/06/95	VF Brands, Inc.
SANDWICH STACKERS (STYLIZED)	2,101,623	09/30/97	VF Brands, Inc.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Assigned to</u>
SANDWICH STACKERS (STYLIZED)	2,101,531	09/30/97	VF Brands, Inc.
SNACK'MMS	1,952,990	01/30/96	VF Brands, Inc.
SUPER SANDWICH STACKERS AND DESIGN	2,103,371	10/07/97	VF Brands, Inc.
SUPER SANDWICH STACKERS AND DESIGN	2,103,375	10/07/97	VF Brands, Inc.
VLASIC	699,512	06/14/60	VF Brands, Inc.
VLASIC LABEL 1	1,429,452	02/17/87	VF Brands, Inc.
VLASIC PICKLES TO GO!	1,861,071	11/01/94	VF Brands, Inc.
VLASIC STORK DESIGN 1	1,399,722	07/01/86	VF Brands, Inc.
VLASIC STORK DESIGN 2	1,026,896	12/09/75	VF Brands, Inc.
VLASIC STORK DESIGN 3	1,890,639	04/18/95	VF Brands, Inc.
FULL HOUSE	1,808,703	12/07/93	VF Brands, Inc.

PENDING U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Assigned to</u>
HAMBURGER STACKERS	TBA		VF Brands, Inc.
VLASIC FARMS	75/455865	3/24/98	Vlasic Foods, Inc.

U.S. TRADEMARK LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Trademark</u>	<u>Effective Date</u>	<u>Expiration Date</u>
none				