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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =



To the Honorable Commissioner of Patents:

100937581

original documents or copy thereof.

1. Name of conveying party(ies):
Tri-Star Industries, Inc. *MCC 1-4-99*

- 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 Assignment of Security in U.S.
- Merger
- Change of Name

Trademarks and Patents

Execution Date: January 6, 1998

2. Name and address of receiving party(ies)
Name: NationsBank, N.A., as Agent

Internal Address: Suite 2800

Street Address: 233 S. Wacker

City: Chicago State: IL ZIP: 60606

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

If assignee is not domiciled in the United States, a corporate representative designator 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)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481
02 FC:482

40.00 OP
425.00 DP

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.

Laura Konrath
Name of Person Signing

[Signature]
Signature

12/15/98
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1837 FRAME: 0519

Continuation
Item

SCHEDULE A

U.S. Trademark Registration

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| MRS. RICHARDSON'S | 1354473 | August 13, 1985 |
| MRS. RICHARDSON'S | 1718489 | September 22, 1992 |
| MRS. RICHARDSON'S | 1584961 | February 27, 1990 |
| NANCE'S | 905950 | January 12, 1971 |
| NANCE'S | 1668695 | December 17, 1991 |
| RICHARDSON (STYLIZED) | 541265 | April 24, 1951 |
| RICHARDSON (STYLIZED) | 502903 | October 12, 1948 |
| RICHARDSON (STYLIZED) | 502904 | October 12, 1948 |
| RICHARDSON (STYLIZED) | 516388 | October 18, 1949 |
| RICHARDSON (STYLIZED) | 1374079 | December 3, 1985 |
| RICHARDSON FOODS CORPORATION | 1359404 | September 10, 1985 |
| SINGLE SUNDAE SIZE AND DESIGN | 1517333 | December 20, 1988 |
| VALUE RICH | 1888719 | April 11, 1995 |
| CHICAGO'S OWN BALDWIN ICE CREAM AND DESIGN | 1585980 | March 6, 1990 |
| CHICAGO'S OWN | 1584976 | February 27, 1990 |
| BALDWIN | 1584616 | May 8, 1990 |
| CHICAGO'S OWN BALDWIN ICE CREAM | 1584975 | February 27, 1990 |
| BALDWIN AND DESIGN | 1575359 | January 2, 1990 |

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TRI-STAR INDUSTRIES, INC., an Illinois corporation (the "Assignor") with principal offices at 4440 West Lincoln Highway, Matteson, Illinois 60443, hereby assigns and grants to NationsBank, N.A., as Collateral Agent (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto. (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto. in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of January 5, 1998 (as amended from time to time. the "Security Agreement") Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect

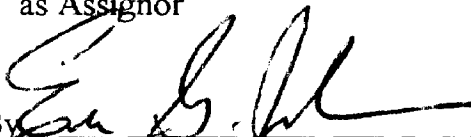
to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 6 day of January, 1998.

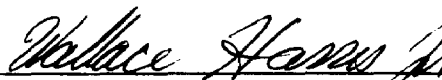
TRI-STAR INDUSTRIES, INC.

as Assignor

By 
Name: ERIC B. JOHNSON
Title: President

NATIONSBANK, N.A.,

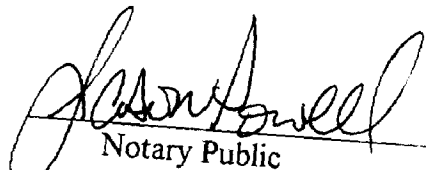
as Collateral Agent Assignee

By 
Name: WALLACE HARRIS, JR.
Title: Vice President

STATE OF Illinois)
COUNTY OF Cook) ss.:

On this 6 day of January, 1998 before me personally came Eric Johnson who being duly sworn, did depose and say that he is President of Tri-Star Industries, Inc., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said Corporation.





Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 02 day of January, 1998 before me personally came Wallace Harris, Jr. who, being by me duly sworn, did state as follows: that he is Vice President of NationsBank, N.A., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public

U.S. Trademark Registration

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| SINGLE SUNDAE SIZE AND DESIGN | 1517333 | December 20, 1988 |
| VALUE RICH | 1888719 | April 11, 1995 |
| CHICAGO'S OWN BALDWIN ICE CREAM AND DESIGN | 1585980 | March 6, 1990 |
| CHICAGO'S OWN BALDWIN | 1584976 | February 27, 1990 |
| CHICAGO'S OWN BALDWIN ICE CREAM | 1584975 | February 27, 1990 |
| BALDWIN AND DESIGN | 1575359 | January 2, 1990 |

PATENT

PATENT NO.

ISSUE DATE

None