

12-27-1999



101201385

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Allied Foods, LLC
1450 Hills Place
Atlanta, Georgia 30318

- Individual(s)
- General Partnership
- Corporation-State
- Other Georgia limited liability company
- 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: December 16, 1999

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

Name: Wachovia Bank, N.A.

Internal Address: Specialized Finance Division

Street Address: 191 Peachtree Street

City Atlanta State GA ZIP 30303

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

See attached Exhibit A

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: Pamela Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00

Enclosed Expedited fee \$120.00

Authorized to be charged to deposit account

8. Deposit account number: 110980

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

DO NOT USE THIS SPACE

440E
120E

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.

Pamela Allen

Pamela A. Allen

12/22/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 6

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

DP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/27/1999 TTON11 00000083 793720

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482
03 FC:484

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

Exhibit A

The following U.S. Trademark Applications are owned by Grantor:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
HENNY PEN	793720	8/3/65
H1-V1 (stylized)	584787	1/19/54
HUSKY	1606610	7/17/90
HUSKY	1804673	11/16/93
KAM	1699300	7/7/92
KITTY (stylized)	702658	8/9/60
NEAT TREATS	1091052	5/9/78
PICNIC (and design)	767271	3/24/64
POINTER	702364	8/1/60
RIVAL	1911660	8/15/95
RUSTY (and design)	737986	9/18/62
SNAPPY	1358328	9/3/85
STRONGHEART DOG FOOD (and design)	1712027	9/1/92
TONY (and design)	2053927	4/22/97
TONY (and design)	688,798	11/24/59
TWIN PET	1853766	9/13/94
VICTORY (stylized)	303903	6/13/33

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 16th day of December, 1999, by the undersigned ("Grantor"), in favor of WACHOVIA BANK, N.A. ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks and trademark applications filed in the United States Patent and Trademark Office, as more fully described on Exhibit "A" 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, Grantor and Grantee are parties to a certain Loan and Security Agreement, dated of even date herewith (hereafter, as it may be amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein having the meanings given to such terms in the Security Agreement), pursuant to which Grantee may make loans or other financial accommodations to Grantor from time to time; and

WHEREAS, as a condition precedent (among others) to the extension of such financial accommodations, Grantor has required that Grantor execute and deliver this Agreement in favor of Grantee;

NOW, THEREFORE, in order to induce Grantee to consummate such financial accommodations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a security interest in, and makes to Grantee a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security for the payment of all "Obligations", as that term is defined in the Security Agreement, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Grantee 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, 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 herein granted.

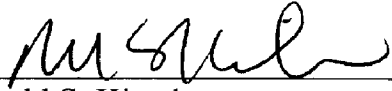
Grantor further agrees (a) that Grantee shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Grantee in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee for all expenses, including attorneys' fees, incurred by Grantee in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Secured Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon 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 Grantor, all as may be necessary to release Grantee's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Grantee and its successors and assigns, and bind Grantor and its successors and assigns.

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

ALLIED FOODS, LLC

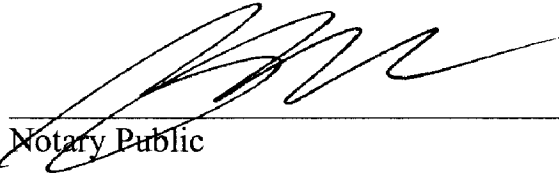
By: 

Ronald S. Kirschner
President

STATE OF GEORGIA

COUNTY OF FULTON

On this 16th day of December, 1999, before me appeared Ronald S. Kirschner, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as President of the Grantor named therein, who acknowledged that he signed same as a free act for and on behalf of the identified company with authority to do so.



Notary Public

Commission Expiration Date:

