

03-10-2000



101285496
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-14-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of receiving parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship State of Incorporation/Organization

03/10/2000 DNVOYEN 00000005 020755 75702056

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 450.00 CH

Public burden estimate for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75702056"/>	<input type="text" value="75755942"/>	<input type="text" value="75663879"/>	<input type="text" value="2126058"/>	<input type="text" value="2192104"/>	<input type="text" value="1837145"/>
<input type="text" value="75726117"/>	<input type="text" value="75726315"/>	<input type="text" value="75664424"/>	<input type="text" value="2074374"/>	<input type="text" value="2192314"/>	<input type="text" value="1997973"/>
<input type="text" value="75693130"/>	<input type="text" value="75006629"/>	<input type="text" value="75425564"/>	<input type="text" value="1750574"/>	<input type="text" value="2073210"/>	<input type="text" value="2148804"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Sally A. Steffen *Sally A. Steffen* 2/11/00
Name of Person Signing Signature Date Signed

75725622	75702577		2268735	2053989	
75636931	75355789		2095773	2234856	
75636702			1826686	1838884	
75759749			2195332	2138382	
75455088			2193795	2136781	
75455093			2178840		
75425866			1998006		

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Mark if additional names of receiving parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name Wood Royalty Management Company

10 29 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name PNC Bank, National Association

DBA/AKA/TA

Composed of

Address (line 1) 1600 Market Street

Address (line 2) 22nd Floor

Address (line 3) Philadelphia

City

PA

State/Country

19103

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship State of Incorporation/Organization United States of America

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

SECURITY AGREEMENT

This Security Agreement is made and entered into as of October 21, 1999, by and among **ABELA ENTERPRISES, INC.** (the "Parent Company"), **THE WOOD COMPANY, VENTURE MANAGEMENT SERVICES, INC., WOOD ROYALTY MANAGEMENT COMPANY, DESIGN FOOD MANAGEMENT, INC. AND THE WOOD COMPANY OF MARYLAND** (together with the Parent Company, the "Borrowers"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, the "Agent") for the banks and other financial institutions (the "Banks") from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, the Banks and the Agent.

WITNESSETH :

WHEREAS, the Borrowers, the Banks and the Agent are parties to the Credit Agreement;

WHEREAS, pursuant to the provisions of the Credit Agreement and upon the terms and subject to the conditions set forth therein, the Banks have severally agreed (i) to make certain loans (the "Loans") to the Borrowers to be evidenced by the notes issued by the Borrowers thereunder (the "Notes") and (ii) to issue or participate in letters of credit for the account of the Borrowers;

WHEREAS, it is a condition precedent to the obligation of the Banks to make their respective Loans to, and issue certain letters of credit for the account of, the Borrowers under the Credit Agreement, that the Borrowers shall have executed and delivered this Security Agreement to the Agent for the ratable benefit of the Banks; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Banks to enter into the Credit Agreement and to induce the Banks to make their respective Loans to, and issue certain letters of credit for the account of, the Borrowers under the Credit Agreement, the Borrowers hereby agree with the Agent, for the ratable benefit of the Banks, as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Uniform Commercial Code in effect in the any jurisdiction in which any of the Collateral may be located on the date hereof are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Farm Products, General Intangibles, Instruments, Inventory and Proceeds; and the following terms shall have the following meanings:

"Code" shall mean the Uniform Commercial Code as from time to time in effect in the Commonwealth of Pennsylvania.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Contracts" shall mean all contracts and other agreements between one or more Borrowers and any other Person (including agreements between one Borrower and another Borrower), as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Borrowers to receive moneys due and to become due to them thereunder or in connection therewith, (b) all rights of the Borrowers to damages arising out of, or for, breach or default in respect thereof and (c) all rights of the Borrowers to perform and to exercise all remedies thereunder.

"Obligations" shall mean the unpaid principal amount of, and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Notes and all other obligations and liabilities of the Borrowers to the Agent or to the Banks, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes, the Letters of Credit, this Security Agreement, the other Loan Documents, and any other document made, delivered or given in connection therewith or herewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Agent or to the Banks that are required to be paid by the Borrowers pursuant to the terms of the Credit Agreement) or otherwise.

"Patents" shall mean (a) all letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule I hereto, and (b) all applications for letters patent of the United States and all divisions, continuations and

continuations-in-part thereof or any other country or any political subdivision, including, without limitation, any thereof referred to in Schedule I hereto.

"Patent License" shall mean all agreements, whether written or oral, providing for the grant by a Borrower of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule I hereto.

"Security Agreement" shall mean this Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trademarks" shall mean (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule II hereto, and (b) all reissues, extensions or renewals thereof.

"Trademark License" shall mean any agreement, written or oral, providing for the grant by a Borrower of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule II hereto.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, each of the Borrowers hereby grants to the Agent for the ratable benefit of the Banks a security interest in all of the following property now owned or at any time hereafter acquired by such Borrower or in which such Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Contracts;
- (iv) all Documents;
- (v) all Inventory;
- (vi) all General Intangibles;

- (vii) all Instruments;
- (viii) all Patents;
- (ix) all Patent Licenses;
- (x) all Trademarks;
- (xi) all Trademark Licenses; and
- (xii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

The foregoing shall not attach to any intellectual property or Contract which specifically prohibits assignment thereof (the "Excluded Property"), but only to the extent that the terms and provisions of a written agreement, document or instrument creating or evidencing such property or any rights relating thereto expressly prohibit the granting of a security interest therein or condition the granting of a security interest therein on the consent of a third party whose consent has not been obtained or would cause, or allow a third party to cause, forfeiture of such property upon the granting of a security interest therein or a breach under any written agreement relating thereto.

3. Rights of Agent and Banks; Limitations on Agent's and Banks' Obligations.

(a) Borrowers Remain Liable under Accounts and Contracts.

Anything herein to the contrary notwithstanding, the Borrowers shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by them thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. Neither the Agent nor any Bank shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any such Bank of any payment relating to such Account or Contract pursuant hereto, nor shall the Agent or any Bank be obligated in any manner to perform any of the obligations of the Borrowers under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, the Borrowers shall notify account debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Agent for the ratable benefit of the Banks and shall indicate on all billings that payments in respect thereof shall be made directly to the Agent. Upon the occurrence and during the continuance of an Event of Default, the Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Borrowers shall furnish all such assistance and information as the Agent may require in connection therewith. At any time and from time to time, upon the occurrence and during the continuance of an Event of Default, upon the Agent's request and at the expense of the Borrowers, the Borrowers shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

(d) Collections on Accounts. The Agent hereby authorizes the Borrowers to collect the Accounts, subject (following an Event of Default which is continuing) to the Agent's direction and control, from the account debtors. Prior to the occurrence of an Event of Default which is continuing, the Proceeds of Accounts so collected by the Borrowers shall be received and held by the Borrowers in trust for the Agent and the Banks but may be applied by the Borrowers in their discretion towards payment of the Obligations or other corporate purposes. Upon occurrence and during the continuance of an Event of Default, the authority hereby given to the Borrowers to collect the Proceeds of Accounts in trust for the Agent and the Banks may be terminated by the Agent at any time and the Borrowers shall deliver to the Agent on the date of receipt thereof by the Borrowers all Proceeds in the form of cash, checks, drafts, notes and other remittances received in payment of or on account of any Borrower's Accounts. Following receipt by the Agent such Proceeds shall be deposited in a special bank account (the "Cash Collateral Account") maintained with the Agent over which the Agent alone shall have power of withdrawal. All Proceeds other than cash shall be deposited in precisely the form in which received, except for the addition thereto of the endorsement of the Borrowers when necessary to permit collection of the items, which endorsement the Borrowers agree to make. The Borrowers will not commingle any such Proceeds with any of the Borrowers' other funds or property but will hold them separate and apart from any other funds or property and upon an express trust for the Agent until deposit thereof is made in the Cash Collateral Account.

4. Representations and Warranties. Each of the Borrowers hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to the Agent for the ratable benefit of the Banks pursuant to this Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Borrowers own each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent, for the ratable benefit of the Banks, pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement or will be terminated (i) with respect to the farm property in California owned by Wood Royalty Management Company, within sixty (60) days after the Closing Date, and (ii) with respect to all other Collateral, within fifteen (15) days after the Closing Date.

(b) Perfected First Priority Liens. Except to the extent the Agent has not filed financing statements regarding Inventory in any state or county where the Borrowers own Inventory, the Liens granted pursuant to this Security Agreement constitute perfected Liens on the Collateral in favor of the Agent, for the ratable benefit of the Banks, which are prior to all other Liens on the Collateral created by the Borrowers and in existence on the date hereof and which are enforceable as such against all creditors of the Borrowers and against any owner of the real property where any of the Inventory is located and any present or future creditor obtaining a Lien on such real property.

(c) Accounts. The amount represented by the Borrowers to the Banks in any accounts receivable aging and in other reports requested by the Agent or Banks as owing by each account debtor or by all account debtors in respect of the Accounts will at such time be the correct amount actually owing by such account debtor or debtors thereunder. No amount payable to any of the Borrowers under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent. The Borrowers keep their records concerning the Accounts at the location or locations set forth in Schedule III or such other location permitted by Section 5(m).

(d) Contracts. No consent of any party (other than the Borrowers) to any Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement, except that consents of third parties to the assignment or other transfer of certain Contracts may be required following any foreclosure by the Agent with respect to such Contracts. Each Contract not terminated in the ordinary course of business of the Borrowers is in full force and effect and constitutes a valid and legally enforceable obligation of the parties thereto, except (i) to the extent the failure to be enforceable would not have a Material Adverse Effect on the Borrowers' Contracts as a whole, and (ii) as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required by any Borrower in connection with the execution, delivery, performance, validity or enforceability of any of the Contracts by any party thereto other than those which have been duly obtained, made

or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither the Borrowers nor (to the best of the Borrowers' knowledge) any other party to any Contract is in default or is likely to become in default in the performance or observance of any of the terms thereof, except to the extent any such default would not have a Material Adverse Effect on the Contracts as a whole. The Borrowers have fully performed all their obligations under each Contract required to be performed by the Borrowers thereunder, except to the extent any non-performance would not have a Material Adverse Effect on the Contracts as a whole. The right, title and interest of the Borrowers in, to and under each Contract are not subject to any defense, offset, counterclaim or claim which would materially adversely affect the value of all Contracts or the Collateral, in each case in the aggregate, nor have any of the foregoing been asserted or alleged against the Borrowers as to any Contract. No amount payable to the Borrowers under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which had not been delivered to the Agent.

(e) Inventory. The types, amounts and valuations of the Inventory or any other information regarding the same represented by the Borrowers in any reports requested by the Agent or Banks will at such time be accurate to the best of the Borrowers' knowledge. The Borrowers keep records concerning the Inventory at the location or locations listed on Schedule IV or such other locations as permitted by Section 5(m).

(f) Chief Executive Office. The locations of each Borrower's chief executive office and chief place of business are set forth on Schedule V or such other locations as permitted by Section 5(m).

(g) Farm Products. No material amount of the Collateral constitutes, or is the Proceeds of, Farm Products.

(h) Patents and Trademarks. Schedule I hereto includes all Patents and Patent Licenses owned by a Borrower in its own name as of the date hereof. Schedule II hereto includes all Trademarks and Trademark Licenses registered by a Borrower in its own name as of the date hereof. To the best of the Borrowers' knowledge, each Patent and Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in either such Schedule, none of such Patents and Trademarks is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent or Trademark. No action or proceeding is pending seeking to limit, cancel or question the validity of any Patent or Trademark, which, if adversely determined, would have a material adverse effect on the value of any Patent or Trademark.

(i) Power and Authority; Authorization. Each of the Borrowers has the corporate power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the Lien on the Collateral pursuant to, this Security Agreement

and has taken all necessary corporate action to authorize its execution, delivery and performance of, and grant of the Lien on the Collateral pursuant to, this Security Agreement.

(j) Enforceability. This Security Agreement constitutes a legal, valid and binding obligation of the Borrowers enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(k) No Conflict. The execution, delivery and performance of this Security Agreement will not violate any provision of any Requirement of Law or Contractual Obligation of the Borrowers and will not result in the creation or imposition of any Lien on any of the properties or revenues of the Borrowers pursuant to any Requirement of Law or Contractual Obligation of the Borrowers, except as contemplated hereby.

(l) No Consents, etc. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder or creditor of the Borrowers), is required in connection with the execution, delivery, performance, validity or enforceability of this Security Agreement.

(m) No Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrowers, threatened by or against the Borrowers or against any of their properties or revenues with respect to this Security Agreement or any of the transactions contemplated hereby which if determined adversely to Borrowers could reasonably be expected to have a Material Adverse Effect.

5. Covenants. Each of the Borrowers covenants and agrees with the Agent and the Banks that, from and after the date of this Security Agreement until the Obligations are paid in full, the Commitments are terminated and there are no letters of credit outstanding it will:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Agent, and at the sole expense of the Borrowers, promptly and duly execute and deliver such further instruments and documents and take such further action as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. Each of the Borrowers also hereby authorizes the Agent to file any such financing or continuation statement without the signature of such Borrower to the extent permitted by applicable law. A carbon, photographic, facsimile or other reproduction of this Security Agreement shall be sufficient as a financing statement for filing in any jurisdiction. If any amount payable under or in connection with any of the Collateral shall be or become

evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Security Agreement.

(b) Indemnification. Pay, and save the Agent and the Banks harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) (i) with respect to, or resulting from, any delay in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement. In any suit, proceeding or action brought by the Agent or any Bank under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, each of the Borrowers will save, indemnify and keep the Agent and such Bank harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by such Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from a Borrower.

(c) Maintenance of Records. Keep and maintain at its own cost and expense satisfactory and complete records of the Collateral in accordance with GAAP, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. For the Agent's and the Banks' further security, the Agent, for the ratable benefit of the Banks, shall have a security interest in all of the Borrowers' books and records pertaining to the Collateral, and after the occurrence and during the continuance of an Event of Default, the Borrowers shall turn over any such books and records to the Agent or to their representatives during normal business hours at the request of the Agent.

(d) Right of Inspection and Audit. Give to the Agent and the Banks at all times upon reasonable prior notice full and free access during normal business hours to all of its books, correspondence and records and the Agent and the Banks and their respective representatives may examine, inspect or audit the same, take extracts therefrom and make photocopies thereof, and each of the Borrowers agrees to render to the Agent and the Banks (at the Borrowers' cost and expense if an Event of Default shall have occurred and be continuing), such clerical and other assistance as may be reasonably requested with regard thereto. Subject to any limitation for the benefit of any third party in any Contract of the Borrowers and upon prior written notice during normal business hours, the Agent and the Banks and their respective representatives shall at all times also have the right to enter into and upon any premises where any of the Inventory is located for the purpose of examining, inspecting or auditing the same, observing its use or otherwise protecting their interests therein.

(e) Compliance with Laws, etc. Comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of its

business; provided, however, that such Borrower may contest any Requirement of Law in any reasonable manner which shall not adversely affect the Agent's or the Banks' rights or the priority of their Liens on the Collateral.

(f) Compliance with Terms of Contracts, etc. Perform and comply in all material respects with all its obligations under the Contracts and all its other Contractual Obligations relating to the Collateral except where it is contesting its obligations thereunder in good faith with appropriate reserves on its books in accordance with GAAP or to the extent any failure to do so would not have a Material Adverse Effect on the Contracts as a whole.

(g) Payment of Obligations. Pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on such Borrower's books in accordance with GAAP.

(h) Limitation on Liens on Collateral and Other Assets. Not create, incur or permit to exist, will defend the Collateral against, and take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement or this Agreement, and will defend the right, title and interest of the Agent and the Banks in and to any of the Collateral against the claims and demands of all Persons whomsoever. Except for purchase money security interests in Equipment created in the ordinary course of business and as permitted in the Credit Agreement, none of the Borrowers will (i) incur or permit to exist, and each of them will take such action as is necessary to remove, any Lien or claim on or to any real property, fixtures, Equipment or improvements of any of the Borrowers or any of their interests therein, (ii) pledge or assign or allow the imposition of a Lien or claim upon any of the common stock of any of the Borrowers, nor (iii) covenant or agree, for the benefit of any Person other than a Bank or the Agent, not to incur or permit to exist any Lien or claim on or to any real property, fixtures, Equipment or improvements of any of the Borrowers or any of their interests therein or in any of the Collateral.

(i) Limitations on Dispositions of Collateral. Not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as expressly permitted pursuant to the Credit Agreement.

(j) Limitations on Discounts, Compromises, Extensions of Accounts. Not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person

liable for the payment thereof, or allow any credit or discount whatsoever thereon, other than in the ordinary course of business as generally conducted by such Borrower over a period of time.

(k) Further Identification of Collateral. Furnish to the Agent and the Banks from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(l) Notices. Advise the Agent and the Banks promptly, in reasonable detail, at their respective addresses set forth in the Credit Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Credit Agreement) on, or claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(m) Changes in Locations, Name, etc. Unless it shall have given the Agent and the Banks at least 30 days prior written notice thereof no Borrower will (i) change the location of its chief executive office or chief place of business from that specified in Schedule V attached hereto or remove its books and records from the location specified in Section 4(c), or (ii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Agent in connection with this Security Agreement would become seriously misleading.

(n) Patents and Trademarks.

(i) Except with respect to any Trademark that it shall reasonably determine is of negligible economic value to it, (either itself or through licensees), (i) continue to use each Trademark on each and every trademark class of goods applicable to their current line as reflected in their current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Agent, for the ratable benefit of the Banks, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Not, except with respect to any Patent that it shall reasonably determine is of negligible economic value to it, do any act, or omit to do any act, whereby any Patent may become abandoned or dedicated.

(iii) Notify the Agent and the Banks immediately if it knows, or has reason to know, that any application or registration relating to any Patent or Trademark (other than those having negligible economic value) may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding its ownership of any such Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever such Borrower, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, report such filing to the Agent and the Banks within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Agent, each of the Borrowers shall execute and deliver any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's and the Banks' security interest in any Patent or Trademark and the goodwill and general intangibles of such Borrower relating thereto or represented thereby, and each of the Borrowers hereby constitutes the Agent, its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full and the Commitments are terminated.

(v) Take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents and Trademarks (other than those having negligible economic value) including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) In the event that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, promptly notify the Agent and the Banks after it learns thereof and shall, unless it shall reasonably determine that such Patent or Trademark is of negligible economic value to it, which determination it shall promptly report to the Agent and the Banks, promptly sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

6. Agent's Appointment as Attorney-in-Fact.

(a) Powers. Each of the Borrowers hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Borrower and in the name of such Borrower or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, each of the Borrowers hereby gives the Agent the power and right, on behalf of such Borrower, without notice to or assent by such Borrower, to do the following:

(i) in the case of any Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of such Borrower or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(ii) following prior notice to the Borrowers, to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against such Borrower with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (G) to assign any Patent or

Trademark (along with the goodwill of the business to which any such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and such Borrower's expense, at any time, or from time to time, all acts and things which the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and the Banks' Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as such Borrower might do.

Each of the Borrowers hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. Each of the Borrowers also authorizes the Agent and the Banks, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Agent or Banks' Part. The powers conferred on the Agent and the Banks hereunder are solely to protect the Agent's and the Banks' interests in the Collateral and shall not impose any duty upon the Agent or any Bank to exercise any such powers. The Agent and the Banks shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Borrowers for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Agent of Borrowers' Obligations. If any of the Borrowers fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of the Agent incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the rate of interest then payable on Base Rate Loans under the Credit Agreement, shall be payable by the Borrowers to the Agent on demand and shall constitute Obligations secured hereby.

8. Remedies. If an Event of Default shall occur and be continuing, the Agent, on behalf of the Banks may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except

any notice required by law referred to below) to or upon the Borrowers or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or any Bank or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Bank shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Borrowers, which right or equity is hereby waived or released. The Borrowers further agree, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at the Borrowers' premises or elsewhere. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Banks hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9504(a)(3) of the Code, need the Agent account for the surplus, if any, to the Borrowers. To the extent permitted by applicable law, each of the Borrowers waives all claims, damages and demands it may acquire against the Agent or any Bank arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Borrowers shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Agent or any Bank to collect such deficiency.

9. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9207 of the Code or otherwise, shall be to deal with it in the same manner as the Agent deals with similar property for its own account. Neither the Agent, any Bank, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Borrowers or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Neither the Agent nor any Bank shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Bank, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or such Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Parties Bound; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Borrowers and the Agent, provided that any provision of this Security Agreement may be waived by the Agent in a written letter or agreement executed by the Agent or by telex or facsimile transmission from the Agent. This Security Agreement shall be the joint and several obligations of the Borrowers and shall be binding upon the respective successors and permitted assigns of the Borrowers and shall inure to the benefit of the Agent and the Banks and their respective successors and assigns. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.**

15. Notices. All notices hereunder to the Borrowers, the Agent or any of the Banks to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or sent in the manner and to the respective addresses as provided in subsection 11.2 of the Credit Agreement.

16. Authority of Agent. The Borrowers acknowledge that the rights and responsibilities of the Agent under this Security Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or

other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Agent and the Banks, be governed by the Credit Agreement and by such other agreement with respect thereto as may exist from time to time among them, but, as between the Agent and the Borrowers, the Agent shall be conclusively presumed to be acting as agent for the Banks with full and valid authority so to act or refrain from acting, and the Borrowers shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

17. Submission to Jurisdiction; Waivers.

(a) Each of the Borrowers hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Security Agreement, or for recognition and enforcement of any judgment in respect thereof to the non-exclusive general jurisdiction of the courts of the Commonwealth of Pennsylvania, the courts of the United States of America for the Eastern District of Pennsylvania, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Parent Company at its address set forth in the Credit Agreement or at such other address of which the Agent shall have been notified; and


(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction.

(b) The Borrowers and the Agent hereby unconditionally waive trial by jury in any legal action or proceeding referred to in paragraph (a) above.

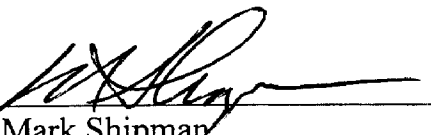
18. Counterparts. This Security Agreement may be executed by one or more of the parties to this Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Security Agreement signed by all the parties shall be lodged with the Parent Company, on behalf of the Borrowers, and each of the Banks.

IN WITNESS WHEREOF, the Borrowers and the Agent have caused this Security Agreement to be duly executed and delivered as of the date first above written.

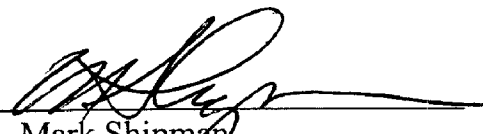
ABELA ENTERPRISES, INC.

By: 
Name: Mark Shipman
Title: Vice President

THE WOOD COMPANY

By: 
Name: Mark Shipman
Title: President


VENTURE MANAGEMENT SERVICES, INC.

By: 
Name: Mark Shipman
Title: President

WOOD ROYALTY MANAGEMENT COMPANY

By: _____
Name: Francis B. Jacobs, II
Title: President

DESIGN FOOD MANAGEMENT, INC.

By: 
Name: Mark Shipman
Title: President

IN WITNESS WHEREOF, the Borrowers and the Agent have caused this Security Agreement to be duly executed and delivered as of the date first above written.

ABELA ENTERPRISES, INC.

By: _____
Name: Mark Shipman
Title:

THE WOOD COMPANY

By: _____
Name: Mark Shipman
Title:

VENTURE MANAGEMENT SERVICES, INC.

By: _____
Name: Mark Shipman
Title:

WOOD ROYALTY MANAGEMENT COMPANY

By: Francis B. Jacobs II
Name: Francis B. Jacobs II
Title: President

DESIGN FOOD MANAGEMENT, INC.

By: _____
Name: Mark Shipman
Title:

THE WOOD COMPANY OF MARYLAND

By: 
Name: Mark Shipman
Title: President

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: James Higgins
Title: Vice President

PATENTS AND PATENT LICENSES

None

TRADEMARKS AND TRADEMARK LICENSE

See attached list of Trademark applications and registrations.

In addition, Wood Royalty has entered into a License Agreement with certain of the Borrowers, including but not limited to Wood, to permit the Borrowers to use the trademarks in the ordinary course of business.

Wood Royalty has agreed to assign the trademark The Resource Group, Service Solution Specialists, to The Resource Group, LLC.

TRADEMARKS

<u>Reg. No. or Application No.</u>		<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
75/702,056	(A)	Barbecue Blues	USA	5/10/99
-	(A)	Dining Directions	USA	6/10/99
75/693,130	(A)	Fahrenheit 550	USA	4/28/99
-	(A)	Frössen Flo	USA	7/20/99
2,126,058	(R)	Garden Bounty	USA	12/30/97
2,074,374	(R)	Great Rotations	USA	6/24/97
-	(A)	Hands on Creation	USA	6/10/99
1,750,574	(R)	Heartland Selections	USA	2/2/93
75/006,629	(A)	Hometown Café	USA	10/17/95
75/663,879	(A)	Jazzman's	USA	3/19/99
75/664,424	(A)	Jazzman's	USA	3/19/99
2,192,104	(R)	Mein Bowl	USA	9/29/98
2,192,314	(R)	Mein Bowl	USA	9/29/98
2,073,210	(R)	Mesa Jake's	USA	6/24/97
75/425,564	(A)	Noodlehedz	USA	1/29/98
1,837,145	(R)	Pandini's	USA	5/17/94
1,997,973	(R)	Pete's Arena	USA	9/3/96
2,148,804	(R)	Rappz	USA	4/7/98
-	(A)	Real Life Cuisine	USA	6/10/99
75/636,931	(A)	Rico Salsa	USA	2/9/99
75/636,702	(A)	Salsa Rico	USA	2/9/99
75/475,632	(A)	Serving You The World	USA	4/28/98
-	(A)	Sky Ranch Grill	USA	7/20/99
75/455,088	(A)	Smart Market	USA	3/23/98
75/455,093	(A)	Smart Market	USA	3/23/98
75/425,866	(A)	Splattz	USA	1/29/98
75/702,577	(A)	Stack's Deli	USA	5/11/99
2,095,773	(R)	Subversions	USA	9/9/97
1,826,686	(R)	The Baker's Junction	USA	3/15/94
2,195,332	(R)	The Classic Cup	USA	10/13/98
2,193,795	(R)	The Classic Cup	USA	10/6/98
2,178,840	(R)	The Company of Choice	USA	8/4/98
1,998,006	(R)	The Original Pete's Arena Pizza	USA	9/3/96
2,053,989	(R)	The Original Pete's Arena Pizza	USA	4/22/97
2,234,856	(R)	The Resource Group, Solution Specialists *	USA	3/23/99
1,838,884	(R)	To Your Health	USA	6/7/94
75/355,789	(A)	Today's Taste	USA	9/10/97
2,138,382	(R)	Wood	USA	2/24/98
2,136,781	(R)	Wood	USA	2/17/98

A = Application No.
R = Registration No.

*Assignable to The Resource Group, LLC.

LOCATIONS OF ACCOUNT RECORDS

6081 Hamilton Boulevard
Allentown, PA 18106

LOCATIONS OF INVENTORY RECORDS

Inventory records are maintained at:

6081 Hamilton Boulevard
Allentown, PA 18106

LOCATIONS OF CHIEF EXECUTIVE OFFICES

Abela Enterprises, Inc., The Wood Company, Venture Management Services, Inc.,
and Design Food Management, Inc.

6081 Hamilton Boulevard
Allentown, PA 18106

The Wood Company of Maryland

Suite 900
10440 Little Patuxent Parkway
Columbia, MD 21044

Wood Royalty Management Company

Suite 900
300 Delaware Avenue
Wilmington, DE 19801

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and entered into as of the 21 day of October, 1999, between WOOD ROYALTY MANAGEMENT COMPANY (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION, as agent for the Banks parties to the Agreement (as defined below) (the "Agent").

Background

Pursuant to a Credit Agreement (the "Agreement") dated as of the date hereof, the Assignor, and its affiliates, Abela Enterprises, Inc., The Wood Company, Venture Management Services, Inc., and the Wood Company of Maryland (collectively, the "Borrowers") obtained extensions of credit from the Banks (collectively, the "Loans"), which Loans are evidenced by certain promissory notes or other instruments in favor of the Banks (collectively, as same may hereafter be amended, modified, or restated, the "Notes") and the Assignor is executing and delivering this Trademark Security Agreement as collateral security for the Loans. The Assignor holds rights in the Trademarks (as defined below) for the benefit of itself and the other Borrowers. The Agreement, the Notes and all related documents, instruments and agreements referred to therein are hereafter referred to as the "Loan Documents".

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Banks to enter into the Loan Documents, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Security Interest. Pursuant to and in confirmation of the terms and conditions of the Agreement and as additional collateral security for the performance of the obligations under the terms and provisions of the Loan Documents (the "Secured Obligations"), the Assignor hereby grants and conveys to the Agent, for the benefit of the Banks, and its and their successors and assigns, a security interest in and to all of the Assignor's right, title and interest existing in the trademarks which are registered or for which application for registration has been made with the United States Patent and Trademark Office in the name of the Assignor, as listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), and in the trademarks hereafter acquired or filed by the Assignor, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks").

2. Representations and Warranties. The Assignor represents and warrants to the Agent that, except with respect to any Trademark which is of negligible value:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) Each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim, that could reasonably be expected to have a Material Adverse Effect, that the use of any of the Trademarks violates the rights of any third person;

(d) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons), except liens, charges and encumbrances permitted by the Credit Agreement and those in favor of First Union National Bank, which shall be removed within fifteen (15) days after the Closing Date;

(e) The Assignor has the right to enter into this Trademark Security Agreement and perform its terms; and

(f) The Assignor will use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

3. New Trademarks. If before the Secured Obligations shall have been paid in full, the Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof.

4. Covenants. The Assignor covenants that until the Secured Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Agent, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Agent may reasonably deem necessary in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Assignor also hereby authorizes the Agent to file any such financing or continuation statement without the signature of the Assignor to the extent permitted by applicable law. After an Event of Default (as defined in the Agreement) which is continuing, if any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Agent hereunder, duly endorsed in a manner satisfactory to the Agent.

(b) Maintenance of Trademarks. The Assignor will not do any act, or omit to do any act, whereby the Trademarks which are necessary for the operation of the Assignor's business or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value,

and shall notify the Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks.

(c) Indemnification. The Assignor assumes all responsibility and liability arising from the use of the Trademarks, and the Assignor hereby indemnifies and holds the Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Assignor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Trademarks. Except as permitted by the Credit Agreement, the Assignor will not create, permit or suffer to exist, and will defend the Trademarks against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademarks.

(e) Notices. The Assignor will advise the Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the composition of the Trademarks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademarks or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. Except for licenses to its Affiliates, the Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks, without prior written consent of the Agent.

5. Remedies, Rights Upon Event of Default.

(a) Pursuant to this Trademark Security Agreement and as a condition to the Agent entering into the Agreement, the Assignor shall execute and deliver to the Agent a written Assignment of Trademarks (attached hereto as Exhibit B) (the "Assignment"). The Agent shall hold the Assignment in escrow until (i) such time as an Event of Default occurs and is continuing and the Agent has elected to exercise its remedies hereunder and under the other Loan Documents or (ii) until the Assignor, having rights to do so, requests delivery of the Assignment pursuant to Section 6 hereof. Upon the occurrence and during the continuance of any such Event of Default and the exercise by the Agent of its remedies in respect thereof, the Agent shall be entitled, without prior notice to the Assignor, to file the Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Agent may, at any time or from time to time, deem necessary to sell, transfer and assign the Trademarks. If the Agent shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Agent's written statement of the Agent's right to sell, assign and transfer the Trademarks and the

Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Agent either in the Assignor's name or in the Agent's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Loan Documents.

(b) If an Event of Default shall occur and be continuing, all payments received by the Assignor under or in connection with any of the Trademarks shall be held by the Assignor in trust for the Agent, shall be segregated from other funds of the Assignor and shall forthwith upon receipt by the Assignor, be turned over to the Agent, in the same form as received by the Assignor (duly indorsed by the Assignor to the Agent, if required), and any and all such payments so received by the Agent (whether from the Assignor or otherwise) shall be applied in whole or in part by the Agent against all or any part of the Secured Obligations in such order as the Agent shall elect. Any balance of such payments held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, the Agent may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. The Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which the Agent is entitled. The Assignor shall also be liable for the reasonable fees of any attorneys employed by the Agent to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Agent with respect to the collection of any of the Secured Obligations and the enforcement of any of the Agent's respective rights hereunder.

6. Termination. Upon payment and satisfaction in full of the Secured Obligations, the Agent shall, at the Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Agent, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Agent may designate in writing by notices similarly sent.

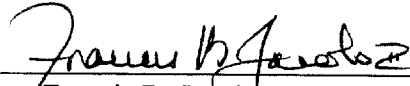
8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined

to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Trademark Security Agreement or the Assignment.

9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, each of the Assignor and the Agent has caused this Trademark Security Agreement to be executed by its duly authorized officer as of the date first above written.

WOOD ROYALTY MANAGEMENT COMPANY

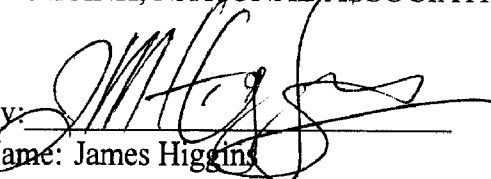
By: 
Name: Francis B. Jacobs, II
Title: President

Address for Notices:

300 Delaware Avenue, Suite 900
Wilmington, DE 19801

Facsimile No.: _____

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: James Higgins
Title: Vice President

Address for Notices:

PNC Bank, National Association
One PNC Plaza
249 Fifth Street
Pittsburgh, PA 15222-2707
Attn: Arlene Ohler
Facsimile No.: (412) 762-8672

STATE OF DELAWARE

:


: SS.

COUNTY OF NEWCASTLE

:

On the 29 day of October, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis B. Jacobs, II, who acknowledged himself to be the President of Wood Royalty Management Company, and that he, being authorized to do so, executed the foregoing Trademark Security Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

My Commission Expires: 5/3/2001

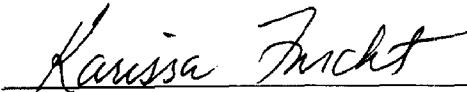
COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF PHILADELPHIA :

On the 29th day of October, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared James Higgins, who acknowledged himself to be a Vice President of PNC Bank, National Association, a national banking association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires:

NOTARIAL SEAL
KARISSA J. FURCHT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Aug. 6, 2001

TRADEMARKS

<u>Reg. No. or Application No.</u>		<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
75/702,056	(A)	Barbecue Blues	USA	5/10/99
-	(A)	Dining Directions	USA	6/10/99
75/693,130	(A)	Fahrenheit 550	USA	4/28/99
-	(A)	Frössen Flo	USA	7/20/99
2,126,058	(R)	Garden Bounty	USA	12/30/97
2,074,374	(R)	Great Rotations	USA	6/24/97
-	(A)	Hands on Creation	USA	6/10/99
1,750,574	(R)	Heartland Selections	USA	2/2/93
75/006,629	(A)	Hometown Café	USA	10/17/95
75/663,879	(A)	Jazzman's	USA	3/19/99
75/664,424	(A)	Jazzman's	USA	3/19/99
2,192,104	(R)	Mein Bowl	USA	9/29/98
2,192,314	(R)	Mein Bowl	USA	9/29/98
2,073,210	(R)	Mesa Jake's	USA	6/24/97
75/425,564	(A)	Noodlehedz	USA	1/29/98
1,837,145	(R)	Pandini's	USA	5/17/94
1,997,973	(R)	Pete's Arena	USA	9/3/96
2,148,804	(R)	Rappz	USA	4/7/98
-	(A)	Real Life Cuisine	USA	6/10/99
75/636,931	(A)	Rico Salsa	USA	2/9/99
75/636,702	(A)	Salsa Rico	USA	2/9/99
75/475,632	(A)	Serving You The World	USA	4/28/98
-	(A)	Sky Ranch Grill	USA	7/20/99
75/455,088	(A)	Smart Market	USA	3/23/98
75/455,093	(A)	Smart Market	USA	3/23/98
75/425,866	(A)	Splattz	USA	1/29/98
75/702,577	(A)	Stack's Deli	USA	5/11/99
2,095,773	(R)	Subversions	USA	9/9/97
1,826,686	(R)	The Baker's Junction	USA	3/15/94
2,195,332	(R)	The Classic Cup	USA	10/13/98
2,193,795	(R)	The Classic Cup	USA	10/6/98
2,178,840	(R)	The Company of Choice	USA	8/4/98
1,998,006	(R)	The Original Pete's Arena Pizza	USA	9/3/96
2,053,989	(R)	The Original Pete's Arena Pizza	USA	4/22/97
2,234,856	(R)	The Resource Group, Solution Specialists *	USA	3/23/99
1,838,884	(R)	To Your Health	USA	6/7/94
75/355,789	(A)	Today's Taste	USA	9/10/97
2,138,382	(R)	Wood	USA	2/24/98
2,136,781	(R)	Wood	USA	2/17/98

A = Application No.
R = Registration No.

*Assignable to The Resource Group, LLC.

EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made this 29 day of October, 1999 by WOOD ROYALTY MANAGEMENT COMPANY (the "Assignor"), to PNC BANK, NATIONAL ASSOCIATION, as agent (the "Agent") for the banks (the "Banks") parties to the Credit Agreement (the "Credit Agreement") dated the date hereof among the Assignor, Abela Enterprises, Inc., The Wood Company, Venture Management Services, Inc., Design Food Management, Inc., the Wood Company of Maryland, and the Agent, pursuant to the Trademark Security Agreement dated as of the date hereof by and between the Assignor and the Agent (the "Trademark Security Agreement").

Background

Section 5(a) of the Trademark Security Agreement provides that the Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to the Agent to be held in escrow until such time as (a) an Event of Default under the Credit Agreement shall occur and be continuing and the Agent has elected to exercise its remedies in respect thereof, or (b) the Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. The Assignor hereby assigns to the Agent for the benefit of the Banks, and its and their successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. Amendment. The provisions of this Assignment shall be read cumulatively with the provisions of Sections 2, 3, 4, 5, 7, 8 and 9 of the Trademark Security Agreement. This Assignment amends the Trademark Security Agreement by deleting Sections 1 and 6 of the Trademark Security Agreement which Sections 1 and 6 shall be of no further force or effect in respect of the Assigned Material.

3. No Other Assignment. The Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of the Agent.

4. Right to File. Upon the occurrence and continuance of an Event of Default and the election by the Agent to exercise its remedies in respect thereof, the Agent shall be entitled, without prior notice to the Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Agent may,

at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

5. Reliance. If the Agent shall elect to exercise its rights hereunder, the United States Patent and Trademark Office shall have the right to rely upon the Agent's written statement of the Agent's right to sell, assign and transfer the Assigned Material and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Agent either in the Assignor's name or in the Agent's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Credit Agreement.

6. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Agent may designate in writing by notices similarly sent.

7. No Further Assignments. The Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of the Agent.

8. Governing Law and Severability. This Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

WOOD ROYALTY MANAGEMENT COMPANY

By: Francis B. Jacobs
Name: Francis B. Jacobs, H
Title: President

Address for Notices:
300 Delaware Avenue, Suite 900
Wilmington, DE 19801

Facsimile No.: _____

STATE OF DELAWARE

:

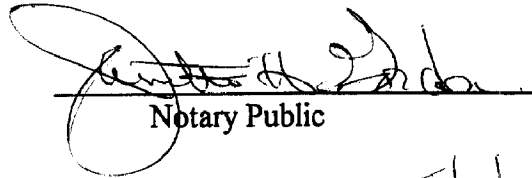
: ss.

COUNTY OF NEWCASTLE

:

On the 29 day of October, 1999, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis B. Jacobs, II, who acknowledged himself to be the President of Wood Royalty Management Company, and that he, being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

My Commission Expires: 5/3/2001

EXHIBIT 1A

TRADEMARKS

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
75/702,056	BARBECUE BLUES	USA	5/10/1999
75/726,117	DINING DIRECTIONS	USA	6/10/1999
75/693,130	FAHRENHEIT 550	USA	4/28/1999
75/755,942	FRÖSSEN FLO	USA	7/20/1999
2,126,058	GARDEN BOUNTY®	USA	12/30/1997
2,074,374	GREAT ROTATIONS®	USA	6/24/1997
75/726,315	HANDS ON CREATION	USA	6/10/1999
1,750,574	HEARTLAND SELECTIONS®	USA	2/2/1993
75/006,629	HOMETOWN CAFÉ	USA	10/17/1995
75/663,879	JAZZMAN'S	USA	3/19/1999
75/664,424	JAZZMAN'S	USA	3/19/1999
2,192,104	MEIN BOWL®	USA	9/29/1998
2,192,314	MEIN BOWL®	USA	9/29/1998
2,073,210	MESA JAKE'S®	USA	6/24/1997
75/425,564	NOODLEHEDZ	USA	1/29/1998
1,837,145	PANDINI'S®	USA	5/17/1994
1,997,973	PETE'S ARENA®	USA	9/3/1996
2,148,804	RAPPZ®	USA	4/7/1998
75/725,622	REAL LIFE CUISINE	USA	6/9/1999
75/636,931	RICO SALSA	USA	2/9/1999
75/636,702	SALSA RICO	USA	2/9/1999

2,268,735	SERVING YOU THE WORLD®	USA	8/10/1999
75/759,749	SKY RANCH GRILL	USA	7/20/1999
75/455,088	SMART MARKET	USA	3/23/1998
75/455,093	SMART MARKET	USA	3/23/1998
75/425,866	SPLATTZ	USA	1/29/1998
75/702,577	STACK'S DELI	USA	5/11/1999
2,095,773	SUBVERSIONS®	USA	9/9/1997
1,826,686	THE BAKER'S JUNCTION®	USA	3/15/1994
2,195,332	THE CLASSIC CUP®	USA	10/13/1998
2,193,795	THE CLASSIC CUP®	USA	10/6/1998
2,178,840	THE COMPANY OF CHOICE®	USA	8/4/1998
1,998,006	THE ORIGINAL PETE'S ARENA PIZZA®	USA	9/3/1996
2,053,989	THE ORIGINAL PETE'S ARENA PIZZA®	USA	4/22/1997
2,234,856	THE RESOURCE GROUP, SOLUTION SPECIALISTS®	USA	3/23/1999
1,838,884	TO YOUR HEALTH®	USA	6/7/1994
75/355,789	TODAY'S TASTE	USA	9/10/1997
2,138,382	WOOD®	USA	2/24/1998
2,136,781	WOOD®	USA	2/17/1998

EXHIBIT C

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

WHEREAS Wood Royalty Management Company (the "Assignor"), and PNC Bank, National Association, as agent (the "Agent") for certain banks (the "Banks") entered into a certain Trademark Security Agreement dated as of October __, 1999 (the "Trademark Security Agreement") that by its terms granted the Agent on behalf of the Banks a security interest in certain registered trademarks and then pending trademark applications listed in Exhibit A thereto (the "Trademarks"), as any of the same may from time to time be amended or supplemented, to the Trademark Security Agreement;

WHEREAS, Section 6 of the Trademark Security Agreement provides that the Agent shall take such actions as are necessary to reassign the Trademarks to the Assignor, including the cancellation of the Trademark Security Agreement upon the Assignor's payment and satisfaction in full of the indebtedness and obligations incurred under the Credit Agreement and related documents, all dated as of October __, 1999 by and among the Assignor, Abela Enterprises, Inc., The Wood Company, Venture Management Services, Inc., the Wood Company of Maryland, and the Agent; and

WHEREAS, the Assignor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the parties hereto agree that the Agent hereby reassigns to the Assignor the interest in the Trademarks in which the Agent, on behalf of the Banks, was granted a security interest under the Trademark Security Agreement and authorizes the Assignor to seek the cancellation of the Trademark Security Agreement from the register of the U.S. Patent and Trademark Office where it was filed on _____, _____ receiving document no. _____.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Trademark Assignment Termination Agreement as of this ___ day of _____, ____.

WOOD ROYALTY MANAGEMENT COMPANY

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title: