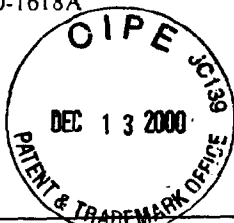


D \$

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

12-28-2000

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



101564255

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 # _____

M.P. 10.130

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name THE B. MANISCHEWITZ COMPANY, LLC

11-1-00

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other LIMITED LIABILITY COMPANY

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name THE CHASE MANHATTAN BANK

DBA/AKATA _____

Composed of _____

Address (line 1) 600 FIFTH AVENUE

Address (line 2) _____

Address (line 3) NEW YORK

NY

USA

10020

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation

Association

Other _____

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 Assignment.)

Citizenship/State of Incorporation/Organization NEW YORK

FOR OFFICE USE ONLY

Public burden reporting 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. 20231 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 Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002200 FRAME: 0604

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,019,700"/>	<input type="text" value="1,937,014"/>	<input type="text" value="1,927,843"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,939,663"/>	<input type="text" value="1,816,047"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,939,643"/>	<input type="text" value="2,043,300"/>	<input type="text"/>

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.

PAUL J. SOMELOFSKE



NOVEMBER 10, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, The B. Manischewitz Company, LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for the benefit of (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Amended and Restated Credit Agreement dated as of May 1, 1998, by and among the Assignor, Millbrook Distribution Services Inc., the Lender, the Assignee and Bank of America, N.A., as Co-Agent (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and Assignor has entered into a Security Agreement and Mortgage-Patents, Trademarks and Copyrights dated as of May 1, 1998 (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

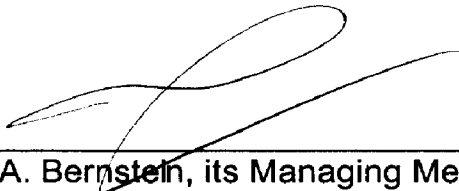
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 1st day of November,
2000.

THE B. MANISCHEWITZ COMPANY, LLC

By: 
Richard A. Bernstein, its Managing Member

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

FEDERAL TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Guiltless Gourmet (International Class 30)	November 26, 1996	2,019,700
Guiltless Gourmet & Design - Dairy/Bean	December 5, 1995	1,939,663
Guiltless Gourmet & Design - Chips/Salsa Base	December 5, 1995	1,939,643
Guiltless Gourmet & Design - Dips	November 21, 1995	1,937,014
Guiltless Gourmet (International Class 30)	January 11, 1994	1,816,047
Gourmet Without Guilt	March 11, 1997	2,043,300
Guiltless Gourmet's Healthy Snacking Newsletter	November 17, 1995	1,927,843