

01-10-2001



ve
e

101578026

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

Handwritten: KLB
H. 22.0

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID# <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other	<input type="text"/>

Conveying Party Mark if additional names of conveying 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

01/05/2001 10:01:13 00000007 78580042
01 FC:49 40.00 01
02 FC:45 120.00 01

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 Practice. 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: 002209 FRAME: 0413

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="75/529,542"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,541,724"/>	<input type="text" value="1,266,449"/>	<input type="text" value="1,225,198"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,232,907"/>	<input type="text" value="1,232,906"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Antoinette E. Baker

Name of Person Signing

Antoinette E. Baker
Signature

12-20-2000

Date Signed

**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 conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
September 14, 2000

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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 conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year
September 14, 2000

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

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

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)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated September, 14, 2000 is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BNP Paribas ("*BNPP*"), as agent (the "*Administrative Agent*") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Border Foods, Inc., a Texas corporation, has entered into a Credit Agreement dated as of September 14, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), as Borrower, with the Lender Parties thereto, Credit Agricole Indosuez, as Syndication Agent, LaSalle Bank National Association, as Documentation Agent and BNP Paribas, as Initial Issuing Bank, Swing Line Bank and Administrative Agent for the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 14, 2000 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States patents, patent applications and patent licenses, and the international and foreign patents, patent applications and patent licenses (if any) set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit E to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States trademark and service mark registrations, applications, and licenses, and the foreign trademark and service mark registrations, applications, and licenses (if any), set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "*Trademarks*");

(iii) the copyrights, United States copyright registrations and applications and copyright licenses, and the foreign copyright registrations and applications and copyright licenses (if any), set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[The remainder of this page intentionally left blank]

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

Address for Notices:
4065 J. Street
Deming, NM 88030

BORDER FOODS, INC.

By: 
Name: Shawn Hecht
Title: Vice President

Address for Notices:
4065 J. Street
Deming, NM 88030

BORDER HOLDINGS INC.

By: 
Name: Shawn Hecht
Title: Vice President

Address for Notices:
4065 J. Street
Deming, NM 88030

ASSOCIATED CHILE HOLDINGS, INC.

By: _____
Name: J. Larry Adcock
Title: Treasurer

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

Address for Notices:
4065 J. Street
Deming, NM 88030

BORDER FOODS, INC.

By: _____
Name: Shawn Hecht
Title: Vice President

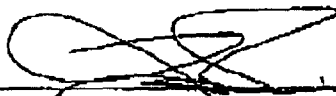
Address for Notices:
4065 J. Street
Deming, NM 88030

BORDER HOLDINGS INC.

By: _____
Name: Shawn Hecht
Title: Vice President

Address for Notices:
4065 J. Street
Deming, NM 88030

ASSOCIATED CHILE HOLDINGS, INC.

By:  _____
Name: J. Larry Adcock
Title: Treasurer

**Schedule A to the
Intellectual Property Security Agreement**

PATENTS

Border Holdings Inc.

Pending Applications -- None
Patents -- None
Foreign Patents -- None

Border Foods, Inc.

Pending Applications -- None
Patents -- None
Foreign Patents -- None

Associated Chile Holdings, Inc.

Pending Applications -- None
Patents -- None
Foreign Patents -- None

TRADEMARKS

Border Holdings Inc.

Pending Applications -- None

Registrations --None

UNREGISTERED TRADEMARKS AND TRADE NAMES -- None

TRADE NAMES -- None

SERVICE MARKS -- None

LICENSES -- None

Border Foods, Inc.

Trademarks

REGISTRATION NO.	TRADEMARK	JURISDICTION REGISTERED	REGISTRATION DATE	STATUS	EXPIRY
75/529,542	Rio Luna	United States	Filed 8/3/98	Pending	N/A
1,541,724	Dos Amigos	United States	5/30/89	Registered	5/30/09
1,266,449	Rancho El Molino	United States	2/7/84	Registered	2/7/04
1,225,198	Dos Amigos	United States	1/25/83	Registered	1/25/03
1,232,907	Rancho El Molino	United States	3/29/83	Registered	3/29/03
1,232,906	El Molino	United States	3/29/83	Registered	3/29/03

UNREGISTERED TRADEMARKS AND TRADE NAMES--None

TRADE NAMES -- None

SERVICE MARKS -- None

LICENSES

Morton's License Agreement

PARTIES	TERRITORY	MARKS
<u>Licensor:</u> Family Acquisition Company, Inc. <u>Original Licensee:</u> Borden, Inc. <u>Current Licensee:</u> Border Foods, Inc.	MORTON'S (Texas)	Morton's and Cross Flag Design – all foods except salty snacks

Little Pancho License Agreement

PARTIES	TERRITORY	MARKS
<u>Licensor:</u> Borden, Inc. <u>Original Licensee:</u> Country Club Foods <u>Current Licensee:</u> Border Foods, Inc.	LITTLE PANCHO Washington, Idaho, Oregon, Nevada, California, Montana, Wyoming, Utah, Colorado, Arizona, New Mexico, Hawaii, Alaska and western Texas	Little Pancho – salty snacks

La Famous License Agreement

PARTIES	TERRITORY	MARKS
<u>Licensor:</u> Country Club Foods <u>Original Licensee:</u> Borden Foods <u>Current Licensee:</u> Border Foods, Inc.	LA FAMOUS United States, Canada and Puerto Rico	La Famous – salsas, sauces and dips

Associated Chile Holdings, Inc.

Pending Applications -- None
 Registrations --None
 UNREGISTERED TRADEMARKS AND TRADE NAMES -- None
 TRADE NAMES -- None
 SERVICE MARKS -- None
 LICENSES -- None

COPYRIGHTS

Border Holdings Inc.

Copyrights -- None

Border Foods, Inc.

Copyrights -- None

Associated Chile Holdings, Inc.

Copyrights -- None