

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

04-02-2001



WRD
3.12.01

101654918
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 #

[Empty box]

Correction of PTO Error

Reel #

Frame #

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Corrective Document

Reel #

Frame #

[Empty box]

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Conveyance Type

Assignment

License

Security Agreement

Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date

Month Day Year

3-2-2001

Conveying Party

Mark if additional names of conveying parties attached

Name

Vienna Sausage Manufacturing Co.

Effective Date

Month Day Year

3-2-2001

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Illinois

Receiving Party

Mark if additional names of conveying parties attached

Name

LaSalle Bank National Association

DBA/AKA/TA

Composed of

Address (line 1)

135 South LaSalle Street

Address (line 2)

Address (line 3)

Chicago

City

Illinois

State/Country

60603

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

Illinois

FOR OFFICE USE ONLY

03/29/2001 BT0N11 00000076 011156 76105520

01 FC:481 40.00 CH
02 FC:482 300.00 CH

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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: 002261 FRAME: 0962

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="76/105520"/>	<input type="text" value="75/449547"/>	<input type="text" value="75/449546"/>	<input type="text" value="1567410"/>	<input type="text" value="2134980"/>	<input type="text" value="2352510"/>
<input type="text" value="75/449545"/>	<input type="text" value="76/142856"/>	<input type="text" value="75/510922"/>	<input type="text" value="1448725"/>	<input type="text" value="1701152"/>	<input type="text" value="1859330"/>
<input type="text" value="75/510921"/>	<input type="text" value="75/195651"/>	<input type="text" value="75/365386"/>	<input type="text" value="1192226"/>	<input type="text" value="1897062"/>	<input type="text" value="1150556"/>

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 account)

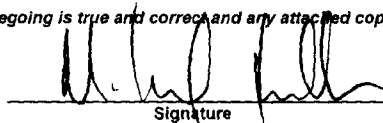
Deposit Account Number

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Michael G. Kelber
Name of Person Signing


Signature

March 9, 2001
Date Signed

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

**RECORDATION FORM COVER SHEET
 CONTINUATION
 TRADEMARKS ONLY**

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Name

Effective 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 conveying parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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" value="75/618682"/>	<input type="text" value="75/510923"/>	<input type="text" value="76/041485"/>
<input type="text" value="75/365387"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="847093"/>	<input type="text" value="1753328"/>	<input type="text" value="1253413"/>
<input type="text" value="946896"/>	<input type="text" value="1650470"/>	<input type="text" value="1335701"/>
<input type="text" value="1725985"/>	<input type="text" value="1789953"/>	<input type="text" value="1745284"/>
<input type="text" value="661990"/>	<input type="text" value="0636028"/>	<input type="text" value="1171498"/>
<input type="text" value="673266"/>	<input type="text" value="981269"/>	<input type="text" value="1359416"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2001 (this "Agreement"), is between VIENNA SAUSAGE MANUFACTURING CO., an Illinois corporation ("Sausage Manufacturing"), PIE PIPER PRODUCTS, LTD., an Illinois corporation ("Pie Piper"), MR. KITZEL'S PICKLES, INC., an Illinois corporation ("Mr. Kitzel's," which, together with Sausage Manufacturing and Pie Piper are hereafter referred to as "Guarantors") and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

RECITALS:

A. Vienna Beef Ltd. ("Borrower") and Bank entered into a Credit Agreement of even date herewith (such Credit Agreement as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Credit Agreement"), pursuant and subject to the terms and conditions of which Bank has agreed to make loans and other financial accommodations to Borrower. Each Guarantor is a subsidiary of Borrower and has executed a Subsidiary Guaranty dated as of even date herewith by and among the Guarantors, certain other subsidiaries of Borrower and Bank (such Guaranty, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Guaranty"), pursuant to which such Guarantor has guaranteed Borrower's Obligations to Bank.

B. One of the conditions precedent to Bank's obligations under the Credit Agreement is that Guarantors shall have executed and delivered this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement and the Guaranty.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Guarantors' Obligations, each Guarantor does hereby mortgage, pledge and collaterally assign to Bank, and grant to Bank a continuing security interest in, all of the following property (collectively, the "Trademarks"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in Item A of **Attachment 1** hereto and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) each Trademark license referred to in Item B of **Attachment 1** hereto;

(iii) all divisions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by any Guarantor against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by each Guarantor for the purpose of registering the security interest of Bank in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under the Credit Agreement and the other Credit Documents. The Credit Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of all of Guarantors' Obligations then owing and the termination of the Commitments, Bank shall, at Guarantors' expense, execute and deliver to each Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. **Acknowledgment.** Each Guarantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Collateral Instrument.** This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:

2501 Damen Avenue
Chicago, Illinois

VIENNA SAUSAGE MANUFACTURING CO., an Illinois corporation

By: 

Name: James W. Bodman

Title: Co-Chairman, Co-Chief Executive Officer and Assistant Secretary

MR. KITZEL'S PICKLES, INC., an Illinois corporation

By: 

Name: James W. Bodman

Title: Co-Chairman, Co-Chief Executive Officer and Assistant Secretary

PIE PIPER PRODUCTS, LTD., an Illinois corporation

By: 

Name: James W. Bodman

Title: Co-Chairman, Co-Chief Executive Officer and Assistant Secretary

Address:

135 South LaSalle Street
Chicago, Illinois 60603

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 

Name: Michael J. Vrchota

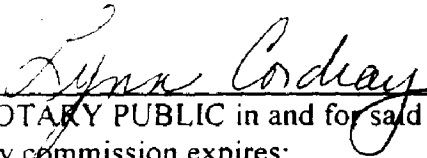
Title: Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS:

On this 2nd day of March, 2001, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared James W. Bodman, to me known to be the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of Vienna Beef Ltd., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he/she is the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of such corporation, that the signature to said instrument was made by the Co-Chairman, Co-Chief Executive Officer and Assistant Secretary of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

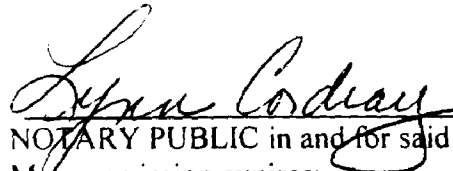

NOTARY PUBLIC in and for said State and County
My commission expires: _____



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 2nd day of March, 2001, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Michael J. Vrchota, to me known to be the Vice President of LaSalle Bank National Association, a national banking association, that executed the foregoing instrument, and upon oath did depose that he/she is the Vice President of such national banking association, that the signature to said instrument was made by the Vice President of said national banking association as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


NOTARY PUBLIC in and for said State and County
My commission expires: _____



**TRADEMARK SECURITY AGREEMENT (VIENNA SAUSAGE MANUFACTURING
CO., PIE PIPER PRODUCTS, LTD. AND MR. KITZEL'S PICKLES, INC.)**

**ITEM A
TRADEMARKS**

Registered Trademark

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Date</u>
Japan	Bageldog	2522869	4/28/93
USA	Bagelpups	1567410	11/21/89
USA	Bases Loaded	2134980	2/3/98
USA	Bistro Chili	2352510	5/23/00
USA	Bistro-Soups	1448725	7/21/87
Japan	Central Park	3262593	2/24/97
Japan	Central Park & Design	3296524	4/25/97
USA	Chicago Love Affair	1701152	7/14/92
USA	Chicago's Hot Dog	1859330	10/18/94
USA	Deli Feast	1192226	3/16/82
USA	Deli-Lite	1897062	5/30/95
Mexico	Hot Dog Sandwich Design	458078	8/8/91
Taiwan	Design of the Letter "V"	415950	10/1/88
USA	Firedog	1150556	4/7/81
USA	Frankwurst	847093	4/2/68
USA	Hot Dog Lovers Hot Dog	1753328	2/16/93
USA	Hot Smokeys	1253413	10/4/83
Japan	Hot Dog Sandwich Logo	2702610	1/31/95
USA	Knockfurter	946896	11/7/72
USA	Make Me One With Everything	1650470	7/9/91
USA	Mr. Kitzel's	1335701	5/14/85
USA	Número Uno	1725985	10/20/92
South Korea	Hot Dog Sandwich Design	248367	8/28/92
Germany	The Great Chicago Pizza Company	2023868	11/5/92
USA	The Great Chicago Pizza Company	1789953	8/24/93
USA	The Original Chicago Style	1745284	1/5/93
Canada	V & Design	387281	8/2/91
Japan	V & Design	1587037	5/26/83
Mexico	V & Design	411025	8/8/91
USA	V & Design	661990	5/20/58
Denmark	V & Sausage Device	VR051251996	9/6/96
France	V & Sausage Device	95566730	4/7/95
Germany	V & Sausage Device	39517521	4/24/95
Italy	V & Sausage Device	00727358	9/26/97
Spain	V & Sausage Device	1960501	11/3/95

Taiwan	V + Design & Enna	74509	2/16/95
Taiwan	V + Design & Enna	516827	3/16/91
USA	V and Design	0636028	10/16/56
South Korea	V Design with Caricaturization	248368	8/28/92
Taiwan	V Design with Caricaturization	519791	4/16/91
United Kingdom	V Device	2016723A	4/5/95
United Kingdom	V Vienna Beef & Device	2016723B	4/5/95
USA	Value Line	1171498	9/29/81
Puerto Rico	Vienna	24211	3/17/83
USA	Vienna	673266	1/27/59
South Korea	Vienna and Design	276786	10/16/93
Hong Kong	Vienna Beef	B12901/1999	1/12/1990
Mexico	Vienna Beef	454852	8/8/91
USA	Vienna Beef	981269	3/26/74
Hong Kong	Vienna Beef & Design	2055/1984	11/5/82
Japan	Vienna Beef & Design	2356241	11/29/91
Mexico	Vienna Beef & Design	454853	8/8/91
USA	Vienna Beef & Design	1359416	9/10/85
United Kingdom	Vienna Beef & Device	2016723C	4/5/95
Denmark	Vienna Beef & Sausage Device	VR199803149	9/18/98
France	Vienna Beef & Sausage Device	95566729	4/7/95
Germany	Vienna Beef & Sausage Device	39517523	4/24/95
Spain	Vienna Beef & Sausage Device	1960502	11/3/95
Denmark	Vienna Beef & V Device	VR199803150	9/18/98
France	Vienna Beef & V Device	95566728	4/7/95
Spain	Vienna Beef & V Device	1960500	11/3/95
Turkey	Vienna Beef & V Device	160538	4/20/95
Germany	Vienna Beef and V & Sausage Device	39517522	4/24/95
South Korea	Vienna Beef Associated with V Design	287586	3/28/94
Japan	Vienna with Device	1605367	7/28/93

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Beefy Monster Bone	76/105520	8/8/00
USA	Bistro Entrees	75/449547	3/13/99
USA	Bistro Gravies	75/449546	3/13/98
USA	Bistro Sauces	75/449545	3/13/98
USA	Corky's	76/142856	10/10/00
USA	Country Lad Farm	75/510922	6/30/98
USA	Devil Dogs	75/510921	6/30/98
USA	Frank McFurter	75/195651	11/12/96
USA	Honest Abe Pickle Company	75/365386	9/30/97

USA	Kosher Zion	75/618682	1/7/99
USA	Pebble Creek	75/510923	6/30/98
USA	Pizza Dogs	76/041485	5/5/00
USA	Purity Pickle Company	75/365387	9/30/97
Canada	Vienna Beef & V Design	648017	1/3/90

Trademark Applications in Preparation

NONE

508912-1

**ITEM B
TRADEMARK LICENSES**

NONE

508912-1

RECORDED: 03/12/2001

**TRADEMARK
REEL: 002261 FRAME: 0973**