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05-24-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION TRADEMARK

DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Dinex International, Inc. S-18-01

2. Name and address of receiving party(ies) Name: Citizens Bank of Massachusetts Internal Address: Street Address: 28 State Street City: Boston State: MA Zip: 02109

3. Nature of conveyance: [X] Other Correction of Cover Sheet for Document ID# 101341149 Execution Date: 11/18/99

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75417657

B. Trademark Registration No.(s) 2,061,344

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gregg J. Lallier Internal Address: Urdike, Kelly & Spellacy, P.C. Street Address: One Century Tower, 265 Church Street City: New Haven State: CT Zip: 06510

6. Total number of applications and registrations involved: 18 7. Total fee (37 CFR 3.41): \$ 515.00 8. Deposit account number: Document ID # 101341149

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Gregg J. Lallier Name of Person Signing Signature Date 5/18/01

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002301 FRAME: 0640

**ATTACHMENT TO RECORDATION FORM COVER SHEET (Form PTO-1594)
TRADEMARKS**

Item 4.B. Trademark Registration Numbers

1586997
825552
1913365
1995955
2067124
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2102984
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1981510
2031162
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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4-6-00

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 Effective Date
Month Day Year
- Change of Name
- Other

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/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 Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/01/2000 DNGUYEN 00000197 75417657

01 FC 481 40.00 DP
02 FC 482 475.00 DP

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

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)

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.

John F. Walter

5-16-01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

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 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)

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**MORTGAGE AND
SECURITY AGREEMENT - TRADEMARKS**

This MORTGAGE AND SECURITY AGREEMENT - TRADEMARKS (the "Mortgage") is made as of this 18th day of November, 1999 by DINEX INTERNATIONAL, INC., a Connecticut corporation, with its chief executive office located at 628 Hebron Avenue, Glastonbury, Connecticut 06473 (the "Borrower"), in favor of CITIZENS BANK OF MASSACHUSETTS, a Massachusetts bank, with its an office located at 28 State Street, Boston, Massachusetts 02109 (the "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 18, 1999 (as amended and in effect from time to time, the "Credit Agreement"), by and between the Borrower and the Bank, the Bank has agreed to make loans, advances and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, to be evidenced by the Notes issued by the Borrower thereunder. It is a condition precedent to the obligation of the Bank to make loans, advances and other extensions of credit to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Mortgage to the Bank;

WHEREAS, the Borrower is the sole and exclusive owner or licensee of the United States Trademark Registrations, applications for United States Trademarks and all other corresponding trademarks and applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof and the owner of any goodwill connected therewith (the "Trademark Rights"); and

WHEREAS, pursuant to a security Second Amended and Restated Agreement as of November 18, 1999 between the Borrower and the Bank (the "Security Agreement"), the Borrower has granted the Bank a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the Borrower hereby agrees with the Bank as follows:

1. The Borrower hereby grants, conveys and transfers to the Bank, its successors and assigns, on the terms and conditions set forth in the Security Agreement, and as security for the obligations and liabilities of the Borrower under the Credit Agreement, the Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant

thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof, (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted and (iii) all proceeds thereof, including the goodwill of the business connected with the use of and symbolized by the Patent Rights (hereinafter sometimes collectively referred to as the "Collateral").

2. Except as provided by the Security Agreement, the Borrower represents and warrants unto the Bank that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. Except as provided by the Security Agreement, the Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with the Bank that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall, in the exercise of its reasonable legal and business judgment, pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall, in the exercise of its reasonable legal and business judgment, endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Bank of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Bank shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Bank may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, in the exercise of its reasonable legal and business judgment, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Bank, execute and deliver such further documents and do such other acts and things as the Bank reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to record title to the Collateral, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint the Bank, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence and during the continuance of an Event of Default as defined in the Credit Agreement and subject to the provisions of the Credit Agreement and the Security Agreement, the Bank hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Bank for the acts or omissions of the Borrower in connection with any such license or license agreement.

8. This Mortgage shall terminate upon written notice by the Bank to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by the Bank to the Borrower and the Bank shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination.

9. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Bank and its successors and assigns.

10. This Mortgage may not be amended or modified except as set forth in the Credit Agreement.

IN WITNESS WHEREOF, the Borrower and the Bank have executed this Mortgage as of the date first set forth above.

DINEX INTERNATIONAL, INC.

By: Richard G. DeBun VP + CFO
Name: Richard G. DeBun
Title: Vice President + CFO

CITIZENS BANK OF MASSACHUSETTS

By: Karen F. Booth
Name: Karen F. Booth
Title: Vice President

STATE OF Connecticut)
COUNTY OF Hartford) at Glastonbury

On this the 4th day of February, 1999/2000, before me, the undersigned officer, personally appeared Richard Azubid, who acknowledged himself to be the Chief Financial Officer of Dinet International, Inc., a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporation, by signing the name of the corporation by himself as such officer.

In Witness Whereof I hereunto set my hand.

Juanita M. Sulecky
Notary Public/My Commission Expires:
Commissioner of the Superior Court 3-31-2004

STATE OF Connecticut)
COUNTY OF Worcester) at Worcester

On this the 10th day of Febry, 1999/2000, before me, the undersigned officer, personally appeared Karen Bouch who acknowledged himself/herself to be the Vice President of Citizens Bank of Massachusetts, a Massachusetts bank, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of the bank, by signing the name of the bank by himself/herself as such officer.

In Witness Whereof I hereunto set my hand.

John T. Wells
Notary Public/My Commission Expires:
Commissioner of the Superior Court

SCHEDULE A

TO MORTGAGE AND SECURITY AGREEMENT -
TRADEMARKS

SCHEDULE A**DINEX INTERNATIONAL, INC. TRADEMARKS**

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
DEVONSHIRE	Canada	Cl. 16 - Tray mats	Pending
DEVONSHIRE	United States	Cl. 16 - Paper tray mats	Registered 2,061,344
DINET-KIT	United States	Cl. 30 - Pre-packaged condiments, namely, salt, pepper, sugar, tea and coffee	Registered 1,586,997
DINEX	Argentina	Cl. 16 - Paper tray mats & paper napkins; dietary meal kits	Pending
DINEX	Argentina	Cl. 21 - Plastic cups, plastic bowls and insulated plastic dome covers	Pending
DINEX	Brazil	Cl. 20.25 - Household articles and utensils; Cl. 20.35 - Containers, bags and packages in general	Pending
DINEX	Brazil	Cl. 24.20 - Bed linen, table linen, bath and kitchen linen and cloths	Pending
DINEX	Chile	Cl. 16 - Tray top products, paper tray mats and paper napkins	Registered 519.892
DINEX	Chile	Cl. 21 - Tableware, plastic cups, plastic bowls, insulated plastic dome covers, dietary meal kits and meal delivery units for healthcare and institutional use	Registered 519.891
DINEX	Columbia	Cl. 16 - Tray top products such as paper tray mats, paper napkins and dietary meal kits	Pending

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
DINEX	Columbia	Cl. 21 - Tableware such as plastic cups, plastic bowls and insulated plastic dome covers and meal delivery units for healthcare and institutional use	Pending
DINEX	France	Cl. 11 - Equipment for maintaining temperature of food products; Cl. 21 - Household or kitchen utensils and containers; glassware, porcelain and earthenware; plastic utensils and tableware; insulated bowls, mugs, disposable lids, tray mats, plastic tableware; insulated food cover domes, insulated underliners; china; Cl. 29 - Dietary substances not for medical use except beverages; Cl. 30 - Prepackaged condiments such as salt, pepper, sugar, tea, coffee, dietary substances not for medical use except beverages	Registered 94/48
DINEX	Germany	Cl. 11 - Equipment for maintaining temperature of food products; Cl. 21 - Household or kitchen utensils and containers; glassware, porcelain and earthenware; plastic utensils and tableware; insulated bowls, mugs, disposable lids, tray mats, plastic tableware, insulated food cover domes, insulated underliners; china; Cl. 30 - Pre-packaged condiments such as salt, pepper, sugar, tea and coffee and dietary foods	Registered 2 101 113
DINEX	Mexico	Cl. 21 - Tableware such as plastic cups, plastic bowls, insulated plastic dome covers, dietary meal kits and meal delivery units for healthcare and institutional use	Pending

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
DINEX	Holland (Benelux)	Cl. 11 - Equipment for maintaining temperature of food products; Cl. 21 - Household of kitchen utensils and containers; glassware, porcelain and earthenware; plastic utensils and tableware; insulated bowls, mugs, disposable lids, tray mats, plastic tableware, insulated food cover domes, insulated underliners; china; Cl. 30 - Pre-packaged condiments such as salt, pepper, sugar, tea and coffee and dietary foods	Registered 554,916
DINEX	Peru	Cl. 16 - Tray top products such as paper tray mats, paper napkins	Registered 40549
DINEX	Peru	Cl. 21 - Tableware such as plastic cups, plastic bowls, insulated plastic dome covers, dietary meal kits and meal delivery units for healthcare and institutional use	Registered 41068
DINEX	United Kingdom	Cl. 21 - Household or kitchen utensils and containers; glassware, porcelain and earthenware; plastic utensils and tableware; insulated bowls, mugs, disposable lids, tray mats, plastic tableware, insulated food cover domes, insulated underliners; china	Registered 1,469,893
DINEX	United States	Cl. 2 - Plastic tableware	Registered 825,552
DINEX	United States	Cl. 21 - All-purpose portable household containers, beverage glassware, insulated plastic plate underliners, kitchen utensils, namely drying and storage racks, plastic utensils, namely cups, saucers, plates and bowls; Cl. 30 - Pre-packaged condiments, namely salt, pepper, sugar, tea and coffee	Registered 1,913,365

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
DINEX	United States	Cl. 12 - Non-motorized carts housing individual food warming units for institutional use	Registered 1,995,955
DINEX	Venezuela	Cl. 16 - Tray top products such as paper tray mats, paper napkins	Pending
DINEX	Venezuela	Cl. 21 - Tableware such as plastic cups, plastic bowls, insulated plastic dome covers, dietary meal kits and meal delivery units for healthcare and institutional use	Pending
DINEX INTERNATIONAL LTD.	Mexico	Cl. 16 - Tray top products, such as paper tray mats, paper napkins	Pending
DINEX INTERNATIONAL LTD.	United Kingdom	Cl. 21 - Household or kitchen utensils and containers; glassware, porcelain and earthenware; plastic utensils and tableware; insulated bowls, mugs, disposable lids, tray mats, plastic tableware, insulated food cover domes, insulated underliners; china	Registered 2,116,053
DINEX INTERNATIONAL LIMITED	United Kingdom	Certificate of Incorporation - Company No. 3302304	-
ELOQUENCE	Canada	Cl. 16 - Paper napkins or serviettes	Pending
ELOQUENCE	United States	Cl. 16 - Paper napkins	Registered 2,067,124
EZ SIP	United States	Cl. 20 - Disposable plastic lids for small containers	Registered 2,164,568

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
THE HERITAGE COLLECTION	Canada	Cl. 21 - Plastic or molded plastic insulated tableware for institutional and medical use, namely, cups, bowls, and tumblers	Pending
THE HERITAGE COLLECTION	European Community	Cl. 21 - Insulated tableware, namely, cups, bowls, and tumblers	Pending
THE HERITAGE COLLECTION	United States	Cl. 21 - Insulated tableware, namely, cups, bowls, and tumblers for institutional and medical use sold at wholesale	Registered 2,102,984
THE SIGNATURE SERIES	United Kingdom	Cl. 21 - Cups, mugs, bowls, goblets; all being insulated tableware	Registered 1,469,364
THE SIGNATURE SERIES	United States	Cl. 21 - Insulated cups, mugs, bowls, and goblets	Registered 1,673,494
TMP	Canada	Cl. 11 - Manually mobile cabinets containing food plate warming units for institutional use	Registered 490,798
TMP	United States	Cl. 11 - Individual non-electric plate warming units and manually mobile cabinets therefore, sold as a unit, for institutional use	Registered 1,981,510
TURNBURY	Canada	Cl. 21 - Mugs, bowls, and domed food covers	Pending
TURNBURY	Germany	Cl. 21 - Mugs, bowls and domed food covers	Registered 395 33 503
TURNBURY	United Kingdom	Cl. 21 - Mugs, bowls and domed food covers	Pending
TURNBURY	United States	Cl. 21 - Mugs, bowls and domed food plate covers	Registered 2,031,162

<u>MARK</u>	<u>COUNTRY</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
THE SIGNATURE LINE	United States	Cl. 7 Meal assembly conveyors; Cl. 11 - Convection base heaters/dispensers, plate heaters, and hot food containers; Cl. 12 - Tray delivery carts, plate drying and storage carts; tray dispensers; and eating utensil dispensing stations	Pending
WARE BRITE	United States	Cl. 3 - Cleaning preparations for tableware	Pending

SECO PRODUCTS CORPORATION

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration No.	Registration Date
Royal Legacy	2,072,854	06/17/97
Perfect Temp	2,048,670	04/01/97
Therma-Tray (Service Mark)	958,296	05/01/73
Therma-Tray	983,083	05/07/74
Quick Temp	2,150,784	04/14/98
Perfect Serve	75-417657	01/14/98 (filing date)

COMMON LAW TRADEMARKS

Therma-Cite

SCHEDULE A continued

SECO PRODUCTS CORPORATION

LICENSED UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
SECO	443,023	07/05/49 (renewed 03/06/90)

TSS/4445/32/435250v1
11/23/99-HRT/TMO

RECORDED: 05/18/2001

TRADEMARK
REEL: 002301 FRAME: 0658