

07-30-2001



101793639

**MARK COVER SHEET
TRADEMARK ASSIGNMENT**

**TO THE COMMISSIONER OF PATENTS AND TRADEMARKS BOX ASSIGNMENTS
WASHINGTON, DC 20231**

Re: Registration Numbers

1. The name of the party conveying the interest is:

Southern Specialty Brands, Inc. (Tennessee Corporation)
1200 One American Center
3100 West End Avenue
Nashville, Tennessee 37203

07/09/01

2. The name and address of the party receiving the interest is:

AmSouth Bank (Alabama State Banking Corporation)
800 AmSouth Center
Nashville, Tennessee 37238

3. The nature of conveyance is: Security Agreement.

4. Each trademark number against which the Trademark Assignment is to be filed is:

Trademark Registration Nos.: 76/054,845 76/054,841 75/939,456
or Application Nos. 76/055,870 76/055,581 76/054,846
76/054,843

5. The name and address of the party to whom correspondence concerning the request to record the document should be mailed is:

AmSouth Bank (Alabama State Banking Corporation)
800 AmSouth Center
Nashville, Tennessee 37238

6. There are 7 registrations identified in this cover sheet and the fee for recording the Trademark Assignment is \$ 190.00, and such fee is enclosed.

7. The Trademark Assignment that gave rise to the interest being granted in the above referenced trademarks was executed by Southern Specialty Brands, Inc. on June 27, 2001.

8. The assignee of the trademark is domiciled in the United States.

9. To the best of the undersigned's knowledge and belief, the information contained in this cover sheet is true and correct and any copy submitted is a true copy of the original document.

SOUTHERN SPECIALTY BRANDS, INC.

By: *Dennis L. Dahl*
Dennis L. Dahl, President

07/27/2001 AMMEDI 00000043 76054845
01 FC:401 40.00 BP
02 FC:402 150.00 BP

TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

FOR VALUE RECEIVED, SOUTHERN SPECIALTY BRANDS, INC., a Tennessee corporation, with its chief executive office at One American Center, 3100 West End Avenue, Suite 1200, Nashville, Tennessee ("Debtor"), and AMSOUTH BANK, with offices at 800 AmSouth Center, Nashville, Tennessee 37238 ("Secured Party") agree as follows:

1. Security Interest. Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a security interest (the "Security Interest") in all its right, title and interest in and to the following (collectively, the "Collateral"):

a. Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof ("Patent"), including, without limitation, all such rights referred to in Schedule A hereto.

b. Patent Licenses. All agreements material to the operation of Debtor's businesses, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

c. Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country ("Trademark"), including, without limitation, all such rights referred to in Schedule A hereto.

d. Trademark Licenses. Any agreement, material to the businesses of the Debtor, written or oral, for the grant by or to Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

2. Indebtedness Secured. The Security interest secures payment of any and all indebtedness and liabilities of SSB-Victor Bravo, LLC, a Delaware limited liability company, and/or Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments and other charges and expenses as hereinafter provided (collectively, the "Indebtedness").

3. Representations and Warranties. Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) the Collateral is subsisting (b) Debtor has a genuine, valid, subsisting interest in the Collateral and knows of no defect in its title thereto; (c) Debtor has not heretofore alienated, assigned,

encumbered or otherwise disposed of the Collateral; (d) there are no suits or actions commenced or threatened against Debtor with reference to the Collateral; and (e) Debtor is authorized to enter into this Trademark Security Agreement and Assignment (the "Security Agreement"):

4. Covenants of Debtor. So long as any Indebtedness remains unpaid, Debtor will:

a. Defend the Collateral against the claims and demands of all other parties;

b. At the request of Secured Party, at Debtor's expense, bring suit in the name of Debtor for infringement, provided that Secured Party may prosecute others for infringement and may join Debtor as party-plaintiff if Secured Party determines to do so in its sole discretion;

c. Keep the Collateral free from all security interests and other encumbrances;

d. Not sell, transfer, assign, license, deliver, dispose of or renounce any rights in and to any Collateral or any interest therein without the prior written consent of Secured Party;

e. Promptly notify Secured Party of any suit for infringement brought against Debtor and promptly furnish Secured Party copies of the documents related to such litigation;

f. Give notice that the trademarks are registered in the manner prescribed by Section 1111 of Title 15, United States Code, or by foreign law, if applicable.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

a. Any Event of Default pursuant to the Unconditional and Continuing Guaranty of even date herewith between Debtor and Secured Party (the "Guaranty");

b. Any representation made herein proves to be false;

c. Breach of any covenant set forth herein, provided that Debtor shall have thirty (30) days to cure any default that is subject to being cured in such time period.

6. Remedies. Upon that happening of any Event of Default, the Secured Party may exercise any one or more of the following remedies as it may elect in its sole discretion:

a. Any rights and remedies provided under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party;

b. Secured Party may use or license others to use the Collateral, and/or further assign the Collateral and/or its registrations together with the goodwill associated therewith;

c. Secured Party may, but shall not be obligated to, remedy such default, and Debtor shall pay an amount equal to the costs of such remedy to Secured Party on demand;

d. Any remedies provided in the Guaranty.

Without in any way requiring notice to be given in the following time and manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

7. Miscellaneous.

a. Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect, preserve and realize upon the Collateral.

b. No course of dealing between Debtor and Secured Party and no delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative.

c. Debtor authorizes Secured Party, without notice or demand and without affecting Debtor's obligations hereunder, from time to time; (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any party for payment of the Indebtedness or any part thereof; (ii) to release, substitute or modify any obligation of any endorser, guarantor or other party in any way obligated to pay the Indebtedness or any part thereof, or any party who has given any security, mortgage or other interest in any other collateral as security for the payment of the indebtedness or any part thereof; (iii) upon the occurrence of any event of default as hereinabove provided, to direct the order or manner or disposition of the Collateral and any and all other collateral and the enforcement of any and all endorsements, guaranties and other obligations relating to the Indebtedness or any party thereof, as Secured Party, in its sole discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or any part thereof.

d. The rights and benefits of Secured Party hereunder shall, if Secured Party so directs, inure to any party acquiring any interest in the Indebtedness or any part thereof, and Secured Party and Debtor as used herein shall include the successor or assigns of those parties.

e. No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made, except by a written agreement executed by Debtor and Secured Party.

f. This Security Agreement and the transaction evidenced hereby shall be construed under the laws of the State of Tennessee, as the same may from time to time be in effect.

g. All terms, unless otherwise defined in this Security Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in the State of Tennessee, as the same may from time to time be in effect.

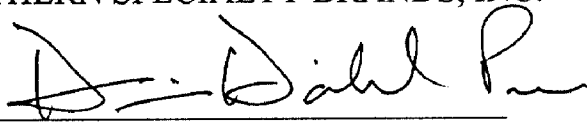
h. This Security Agreement is and is intended to be a continuing agreement and shall remain in full force and effect until all of the Indebtedness outstanding or contracted or committed for (whether or not outstanding), together with interest accruing thereon, shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Indebtedness, Secured Party is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, this Security Agreement shall continue in full force notwithstanding any contrary action which may have been taken by Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to Secured Party's rights under this Security Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

Dated: June 27, 2001

DEBTOR:

SOUTHERN SPECIALTY BRANDS, INC.

By: _____



Dennis L. Dahl, President

SCHEDULE A

Mark	Goods	Serial Number	Application Status
BODACIOUS BLUEBERRY	Dry baking mixes	76/054,845	Pending; published for opposition 4/3/01
COCO NANA	Dry baking mixes	76/055,870	Pending; published for opposition 4/17/01
COSMIC CHERRY	Mixes for bakery goods	76/054,841	Pending; awaiting publication
PEACHES 'N CREAM	Mixes for making bakery goods	76/055,581	Pending; response to Office Action due 9/22/01
VERRY BERRY	Muffin mixes	75/939,456	Pending - Notice of Allowance issued; Statement of Use due 8/6/01
VERRY BERRY (Stylized)	Dry baking mixes	76/054,846	Pending; published for opposition 4/17/01
WATERMELON WOW	Mixes for bakery goods	76/054,843	Pending; awaiting publication