

08-24-2001



101822230

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

1. Name of conveying party(ies):

Rudolph Foods Company, Inc.

08/20/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Ohio Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Bank One, Michigan

Internal

Address: Commercial Lending

Street Address: 611 Woodward Avenue

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Michigan Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,225,155

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey W. Leonard, Esq.

Internal Address:

Refund Ref: 08/23/2001 LMUELLER 0000108763

CHECK Refund Total: \$225.00

Street Address: 222 South Main Street

City: Akron State: OH Zip: 44308

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41): \$ 640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Bank One, Michigan By: Randy Radik

Name of Person Signing

Signature

August 3, 2001

Date

14

Total number of pages including cover sheet, attachments, and document:

08/23/2001 LMUELLER 00000081 2225155

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

01 FC:481 40.00 DP 02 FC:482 375.00 DP

# TRADEMARKS OWNED BY RUDOLPH FOODS COMPANY, INC.

TRADEMARK NAME	REGISTRATION NO./SERIAL NO.
RUDOLPH'S	2,225,155
RUDOLPH'S DESIGN	2,236,457
SOUTHERN RECIPE	2,213,907
RUDY'S	2,145,779
PIG DESIGN	2,105,049
ANDY'S	2,057,531
DOG DESIGN	2,047,426
SNACKSLIM	1,993,091
PEPE'S	1,877,807
RUDOLPH'S	1,718,471
RUDY'S	1,833,944
RUDOLPH FOODS	1,750,295
JAZZ	1,562,435
PEPE'S	1,509,386
GRANDPA JOHN'S	1,430,437
BAC-ON SNAPS & DESIGN	1,152,552

892780\_1

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of this 3<sup>rd</sup> day of August, 2001, by and between RUDOLPH FOODS COMPANY, INC. an Ohio corporation, and WHITEFEATHER FOODS, INC., an Ohio corporation, each having an office at 6575 Bellefontaine Road, Lima, Ohio 45802 (collectively, the "Debtor"), and BANK ONE, MICHIGAN, a bank chartered under the laws of Michigan, having a mailing address of 611 Woodward Avenue, Detroit, Michigan 48226, Attention: Commercial Lending (the "Secured Party").

### RECITALS:

A. Pursuant and subject to the terms of a certain Credit Facility and Security Agreement (hereinafter, as it may from time to time be amended and supplemented, the "Credit Agreement"), of even date herewith by and between the Debtor and the Secured Party, the Secured Party has agreed to loan or extend credit to the Debtor up to, in the aggregate, Twelve Million Seven Hundred Eighty Thousand Dollars (\$12,780,000.00) as a revolving credit, term loan and equipment purchase takedown facility (such facility and the Revolving Loans, the Secured Term Loan and the Secured Equipment Takedown Loan and other credit to be extended thereunder, together with all replacements, substitutions, modifications and extensions thereof, shall hereinafter be collectively referred to as the "Loans").

B. One of the conditions precedent to the Secured Party's obligation to make the Loans available is that the Debtor provide security for all of the Debtor's obligations, indebtedness and liabilities under the Credit Agreement and the Other Agreements, and the Debtor is willing to do so.

C. All capitalized terms not otherwise defined in this Security Agreement shall have the meanings assigned to them in the Credit Agreement.

### AGREEMENTS:

In consideration of the foregoing Recitals, and of the promises made herein, and of the Loans made or to be made by the Secured Party, the proceeds of which will be used to the material economic benefit of the Debtor, the Debtor and the Secured Party agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, ETC. The Debtor hereby grants to the Secured Party a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with (upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of the Debtor's right, title and interest in all U.S. and foreign patents, trademarks, trade names, service marks, patent applications, trademark applications, trade name applications and service mark applications and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments

now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Security Agreement secure (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the Other Agreements, including, without limitation, the Liabilities to be performed or observed by the Debtor, (b) the punctual full payment of the principal of and interest on the Notes in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a "Proceeding") to the extent that a claim for such interest is allowable in such a Proceeding ("Post-Petition Interest")), (c) the performance and observance of the terms, conditions and agreements hereinafter contained, (d) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Other Agreements, and (e) any and all other indebtedness of the Debtor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the "Secured Obligations").

4. NEW PATENTS, TRADEMARKS, ETC. If, prior to the termination of this Security Agreement, the Debtor shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, trademark, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The Debtor shall give to the Secured Party written notice of the events described in clauses (a) and (b) of the preceding sentence on a quarterly basis. The Debtor hereby authorizes the Secured Party to modify this Security Agreement by amending Exhibit A to include any future patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications and the Debtor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. The Debtor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with the Debtor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to the Debtor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral assigned hereunder, or (b) the date on which all "Collateral" (as defined in the Credit Agreement) has been released pursuant to the terms of the Credit Agreement.

6. TERMINATION OF SECURITY INTEREST. This Security Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Security Agreement shall terminate, and the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Security Agreement, the Credit Agreement or any of the Other Agreements.

7. DUTIES OF THE DEBTOR. The Debtor shall have the duty (a) to prosecute diligently any patent application, trademark application and service mark applications that are

part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Security Agreement; (b) to make application on unpatented but patentable inventions, as the Debtor deems appropriate; (c) to take reasonable steps to preserve and maintain all of the Debtor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral. Any expense incurred in connection with the foregoing shall be borne by the Debtor. The Debtor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, trade name or service mark encumbered hereby without the prior written consent of the Secured Party which shall not be unreasonably withheld or delayed.

8. INFRINGEMENT. The Debtor jointly and severally represents and warrants to the Secured Party that the Debtor owns and possesses, and will own or possess continuously throughout the term of this Security Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the best knowledge of the Debtor, threatened against the Debtor, which would, if successful, adversely affect the Debtor's interest in the Proprietary Collateral in any material respect.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. The Debtor jointly and severally represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to the Debtor's knowledge, said listed Proprietary Collateral constitute all the patents and applications therefor, trademarks, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office that the Debtor now owns or uses in connection with its business.

10. WAIVERS. No course of dealing between the Debtor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the Other Agreements, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any Other Agreements shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Security Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Credit Agreement, including, without limitation, the Debtor's default in the timely performance of all of its obligations and covenants hereunder.

(b) Upon and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Security Agreement, the Credit Agreement, the Other Agreements, at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks or service marks secured hereby and, if the Secured Party shall commence any such suit, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Secured Party for all costs and other expenses including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this paragraph.

(c) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the Debtor take any or all of the following actions: (i) declare the entire right, title and interest of the Debtor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case the Debtor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party or all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct the Debtor to refrain, in which event the Debtor shall refrain, from using or practicing the Proprietary Collateral directly or indirectly, and the Debtor shall execute such other and further documents as the Secured Party may request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. SEVERABILITY. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. MODIFICATION. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

14. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Other Agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, the Debtor hereby constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, with power to (a) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. The Debtor hereby acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the Other Agreements, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Security Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. BINDING EFFECT; BENEFITS. This Security Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Debtor.

16. GOVERNING LAW. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

17. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon and during the continuance of an Event of Default) may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Debtor and added to the Secured Obligations secured hereby.

19. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. JURY TRIAL WAIVER. THE DEBTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE DEBTOR AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

BANK ONE, MICHIGAN.

By: [Signature]  
Name: Randy R. Loik  
Its: Vice President

RUDOPFH FOODS COMPANY, INC.

By: [Signature]  
Name: JAMES E. RUDOPFH  
Its: PRES & CEO

WHITEFEATHER FOODS, INC.

By: [Signature]  
Name: JAMES E. RUDOPFH  
Its: PRESIDENT & CEO

STATE OF OHIO )  
 ) SS:  
COUNTY OF ALLEN )

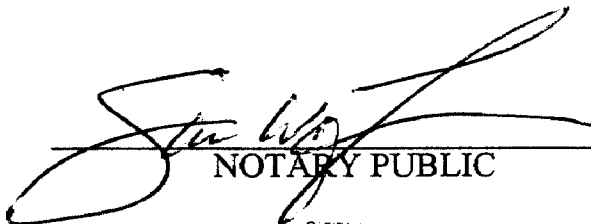
The foregoing Security Agreement was executed and acknowledged before me this 3<sup>RD</sup> day of AUGUST, 2001, by RANDY RADIK, personally known to me to be a VICE PRESIDENT of Bank One, Michigan, a bank chartered under the laws of the State of Michigan, on behalf of such bank.

  
NOTARY PUBLIC

STEVEN W. MACKIE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 14, 2002

STATE OF OHIO )  
 ) SS:  
COUNTY OF ALLEN )

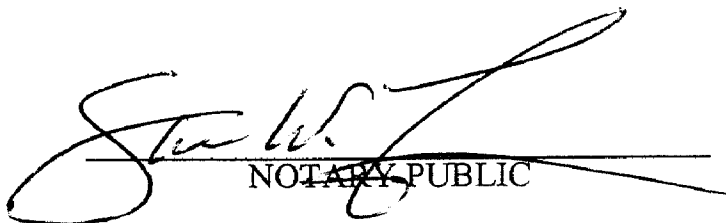
The foregoing Security Agreement was executed and acknowledged before me this 3<sup>RD</sup> day of AUGUST, 2001, by JAMES E. RUDOLPH, personally known to me to be the PRESIDENT AND CEO of Rudolph Foods Company, Inc., an Ohio corporation, on behalf of such corporation.

  
NOTARY PUBLIC

STEVEN W. MACKIE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 14, 2002

STATE OF OHIO )  
 ) SS:  
COUNTY OF ALLEN )

The foregoing Security Agreement was executed and acknowledged before me this 3<sup>RD</sup> day of AUGUST, 2001, by JAMES E. RUDOLPH, personally known to me to be the PRESIDENT AND CEO of Whitefeather Foods, Inc., an Ohio corporation, on behalf of such corporation.

  
NOTARY PUBLIC

STEVEN W. MACKIE  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Aug. 14, 2002



EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Attached to and Forming a Part of Exhibit A to the  
Patent and Trademark Security Agreement  
among Bank One, Michigan, as Secured Party and  
Rudolph Foods Company, Inc. and Whitefeather Foods, Inc., as Debtors

Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Description</u>
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[NONE]

Patent Applications

<u>Application No.</u>	<u>File Date</u>	<u>Description</u>
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[NONE]

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the  
Patent and Trademark Security Agreement  
among Bank One, Michigan, as Secured Party and  
Rudolph Foods Company, Inc. and Whitefeather Foods, Inc., as Debtors

Trademarks

<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
		See attached schedule

Trademark Applications

<u>Application No.</u>	<u>File Date</u>	<u>Mark</u>
		See attached schedule

**EXHIBIT A**

**BIRCH, STEWART, KOLASCH & BIRCH, LLP**

**INTELLECTUAL PROPERTY LAW  
5118 GATEHOUSE ROAD  
SUITE 200 EAST  
FALLS CHURCH, VA 22042-1218  
USA**

**(703) 265-8000**

**FAX: (703) 265-8000  
(703) 688-8890 (S IV)**

**e-mail: [wsb@bbsk.com](mailto:wsb@bbsk.com)  
web: <http://www.bbsk.com>**

**CALIFORNIA OFFICE  
COSTA MESA, CALIFORNIA**

**THOMAS B. ALCHERLONIE  
JAMES T. ELLER, JR.  
SCOTT L. LEWIS  
MARK J. MUELLER, Ph.D.  
D. RICHARD ANDERSON  
PAUL C. LEWIS  
MARK W. HILSTON  
RICHARD J. SALLAGHER  
JAYNE M. SAWYER  
MARTINNE ARMSTRONG, Ph.D.  
WYLLIE H. SMITH  
ALAN FERNANDEZ-QUELES  
KEELA J. WYNOLDS**

**REG. PATENT AGENTS:  
FREDERICK B. HANCOCK  
DAVID PATILAN  
MIKE S. STU  
CHRIS A. HANCOCK  
GARY M. BAILEY, Ph.D.  
ROBERT E. HANCOCK, Ph.D.  
MATTHEW J. LATTIN  
TIMOTHY W. WYCKOFF  
KEITH L. SAUNDY, Ph.D.  
LESLIE A. HARRIS  
ALBERT S. LEE  
MIRIAM A. SIVANIAN, Ph.D.  
EVE L. FRANK, Ph.D.  
MATTHEW T. SPANLEY**

**TERRILL C. BRICE  
RAYMOND E. STEWART  
JOSEPH A. KOLASCH  
JAMES M. SLATTERY  
BERNARD L. SWEDNEY  
MICHAEL K. BUTTER  
CHARLES GORDENSTEIN  
DONALD M. MURPHY, JR.  
LEONARD R. ANDERSON  
TERRY L. CLARK  
ANDREW O. HEALE  
MARK S. WEINER  
JIM MCCORMY MUNCY  
ROBERT J. KENNEY  
DONALD J. DALEY  
JOHN W. BALEY  
JOSH A. CASTELLANO  
GARY P. YAGURA**

**BY COUNSEL:  
MICHAEL W. BRICE (1906-1908)  
ELLIOT A. GOLDMAN  
WILLIAM L. GATES  
EDWARD H. McLANE  
ROBERT J. HENRY (1873)  
F. FRANK BUTLER  
FRED S. WISEMAN  
\*SUBMITTED TO A BUREAU OTHER THAN US**

**VIA FACSIMILE 1-419-648-3851**

**Mr. James Rudolph, President  
RUDOLPH FOODS COMPANY, INC.  
P.O. Box 509  
Lima, Ohio 45802**

**June 27, 2001**

**Re: U.S. & Foreign Trademark Registrations Owned by Rudolph Foods Company, Inc.  
Your Ref.: Unknown - Our Ref.: 4028**

**Dear Mr. Rudolph:**

Pursuant to your request, please be advised that our records of trademarks owned by Rudolph Foods Company, Inc. agree with the list provided in your facsimile of June 26, 2001. Attached herewith please find your list of trademarks with notations regarding BSKB's docket numbers and various due dates for each mark.

Please note that we were instructed by Rudolph Foods Company, Inc. on May 17, 2001 to abandon the trademark registrations in Mexico for "JAZZ" (Reg. No. 409,054) and "GRANDPA JOHN'S" (Reg. No. 413,546).

Please do not hesitate to contact us if we can be of any further service to you.

Very truly yours,

**BIRCH, STEWART, KOLASCH & BIRCH, LLP**

By Ken Muncy  
**JOE M. MUNCY**

ntb  
Enclosures

DATED 10/28/98

TRADEMARKS OWNED BY RUDOLPH FOODS COMPANY, INC.

4028-

COUNTRY	TRADEMARK	REG. NO. / SERIAL NO.	CURRENT ASSIGNEE	CURRENT SECURITY INTEREST?
U.S.	RUDOLPH'S	75305,999 / 2,225,155	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	RUDOLPH'S & DESIGN	75305,931 / 2,236,457	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	SOUTHERN RECIPE	75284,299 / 2,213,907 regd 12/29/98	RUDOLPH FOODS COMPANY, INC. EBA SOUTHERN SNACKS OF LAWRENCEVILLE, GEORGIA	NO
U.S.	RUDY'S	2,145,779	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	PIG DESIGN	2,105,049	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	ANDY'S	2,057,531	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	DOG DESIGN	2,047,426	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	SNACKSLIM	1,997,091	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	PIPE'S	1,877,807	RUDOLPH FOODS COMPANY, INC.	NO
U.S.	RUDOLPH'S	1,714,071	RUDOLPH FOODS COMPANY, INC.	NO

*- Sec 8 due 10/15  
- Renew 2/23/04  
- Sec 8 due 2/16/05  
- Renew 4/6/04  
- Sec 8 due 12/29/04  
- Renew 12/29/08*

*- Sec 8 due 3/24/04  
- Renew 3/24/08  
- Sec 8 due 10/14/03  
- Renew 10/14/07  
- Sec 8 due 4/29/03  
- Renew 4/29/07  
- Sec 8 due 3/23/03  
- Renew 3/23/07  
- Sec 8 due 8/13/02  
- Renew 8/13/06*

*✓ Renew 2/7/05  
- Renew 9/27/02*

\* Currently inactive

IF CONTAINING (M.D. T.B.L.)

DATED 10/28/98

-108	U.S.	RUDY'S	1,813,944	RUDOLPH FOODS COMPANY, INC.	NO	Renew 5/3/04
-117	U.S.	RUDOLPH FOODS	1,750,295	RUDOLPH FOODS COMPANY, INC.	NO	Renew 2/2/03
-107	U.S.	JAZZ	1,562,435	RUDOLPH FOODS COMPANY, INC.	NO	Renew 10/24/09
-121	U.S.	PEPE'S	1,509,186	RUDOLPH FOODS COMPANY, INC.	NO	Renew 10/18/08
-119	U.S.	GRANDPA JOHN'S	1,410,437	RUDOLPH FOODS COMPANY, INC.	NO	Renew 2/24/07
-118	U.S.	BAC-ON SNAPS & DESIGN	1,152,552	RUDOLPH FOODS COMPANY, INC.	NO	Renew 4/29/11
-115	CANADA	RUDY'S	08210200 510,709	RUDOLPH FOODS COMPANY, INC.	NO	Registered 4/13/99 Renew 4/13/14
-116	CANADA	DOG LOGO	TMA 487260	RUDOLPH FOODS COMPANY, INC.	NO	Renew 12/14/12
-122	CANADA	RUDOLPH	TMA 250390	RUDOLPH FOODS COMPANY, INC.	YES	Renew 5/29/11
104	CANADA	BAC-ON SNAPS DESIGN	TMA 265730	RUDOLPH FOODS COMPANY, INC.	YES	Renew 1/15/07
-101	MEXICO	PEPE'S	409,055	RUDOLPH FOODS COMPANY, INC.	UNKNOWN	Renew 6/20/01
107	MEXICO	JAZZ	408,054	RUDOLPH FOODS COMPANY, INC.	UNKNOWN	Abandoned per Client 5/17/01
-119	MEXICO	GRANDPA JOHN'S	413,546	RUDOLPH FOODS COMPANY, INC.	UNKNOWN	Abandoned per Client 5/17/01
-123	MEXICO	JAZZ & LOGO	463,416	RUDOLPH FOODS COMPANY, INC.	UNKNOWN	Renew 10/17/01
-109	MEXICO	RUDY'S	421,572	RUDOLPH FOODS COMPANY, INC.	UNKNOWN	Renew 10/18/01

2.

1045157 JUNE 20 2001 08:30:10 TEL: 11

TRADEMARK

DATED 10/28/98

*Renew 10/18/01*

*Renew 10/18/01*

MEXICO	RUDOLPH'S	427,061	RUDOLPH FOODS COMPANY, INC.	UNKNOWN
MEXICO	RUDOLPH FOODS	421,573	RUDOLPH FOODS COMPANY, INC.	UNKNOWN

*109MX*

*117MX*

11-181-1111 / 1111-1111