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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

02-01-2002



To the Honorable Commissioner of Patents and Trademarks: Please record the attached origi

101968619

1. Name of conveying party(ies):

Fieldbrook Acquisition, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Suite 3000 West

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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: January 7, 2002

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

A. Trademark Application No.(s) 75980907, 75598530 76338640

B. Trademark Registration No.(s) 1806297,838016, 1479120,2508049,2257276,842941,1422149,

Additional number(s) attached Yes No

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

Name: Melissa Lopes-Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41) \$ 440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

01/31/2002 DBYRNE 00000239 75980907

01 FC:481 02 FC:482 Melissa Lopes 40.00 DP 400.00 DP Name of Person Signing

Signature: Melissa Lopes

Date: 1/18/02

16

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

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

**Schedule I (Continuation to Recordation Cover Sheet)**

**Additional Registration Numbers**

1,423,123

1,367,956

939,960

1,731,410

830,274

843,310

2,340,006



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of January 7th, 2002, by Fieldbrook Acquisition, Inc., a Delaware corporation (the "Pledgor") and Foothill Capital Corporation, a California corporation, as lender (the "Lender").

### WITNESSETH:

WHEREAS, the Pledgor and the Lender are parties to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Pledgor is a Borrower under the Loan Agreement and Pledgor has determined that its execution, delivery and performance of this Agreement directly benefits, and is within the corporate or other purposes and in the best interests of, Pledgor; and

WHEREAS, the Lender is willing to make loans and other financial accommodations to the Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Pledgor shall have executed and delivered this Agreement, to secure the prompt and complete payment, observance and performance of, among other things, all of the Obligations (as defined in the Loan Agreement) of the Borrower by the granting of the security interest contemplated by this Agreement;

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

1. Defined Terms.

(a) Capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement to the extent not otherwise defined or limited herein.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Grant of Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to the Lender, a continuing security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Pledgor's right, title and interest in and to Pledgor's now owned or existing and hereafter acquired or arising:

(a) (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals 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 or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals 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 or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and

(A) all reissues, continuations, extensions or renewals 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 or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(D) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, with limitation, licensed royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Lender's rights under the Loan Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that Pledgor shall fully disclose to the Lender all such prohibitions and shall promptly notify the Lender upon the termination of such prohibitions.

5. Restrictions on Future Agreements. Pledgor shall not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights granted to the Lender under this Agreement or the rights associated with the Trademarks, Patents, Copyrights or Licenses.

6. New Trademarks, Copyrights, Patents and Licenses. Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under Pledgor's name include all of the trade names, registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Pledgor, (b) the Patents listed on Schedule 2 under Pledgor's name include all of the patents and patent applications now owned or held by Pledgor, (c) the Copyrights listed on Schedule 3 under Pledgor's name include all of the copyright registrations now owned or held by Pledgor in whole or in part and that the Copyrights are subsisting and have not

been adjudged invalid or unenforceable, (d) the Licenses listed on Schedule 4 under Pledgor's name include all of the patent, trademark or copyright license agreements under which Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents, Copyrights or Licenses have been granted by Pledgor to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent or copyright license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Pledgor shall give to the Lender prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Pledgor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright, or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, tradenames, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements.

7. Royalties. Pledgor hereby agrees that the use by the Lender of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 16 or pursuant to any Loan Document shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to Pledgor.

8. Further Assignments and Security Interest. Pledgor agrees (a) not to sell or assign any of its interests in, or grant any security interest in or license under, the Trademarks, Copyrights or Patents in favor of any Person other than the Lender without the prior and express written consent of the Lender and (b) not to sell or assign its respective interests in the Licenses without the prior and express written consent of the Lender; provided, however, that the Pledgor shall be permitted to grant to the Pledgor's customers non-exclusive licenses in the ordinary course of business for the use of the Pledgor's software by such customers in the ordinary course of business.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, Patents, Copyrights and Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or any other agreement between the Pledgor and the Lender.

10. Duties of Pledgor. Pledgor shall have the duty, to the extent desirable in the normal conduct of Pledgor's business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (c) to take all reasonable and necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Pledgor further agrees (i) not to abandon any Trademark, Patent, Copyright or License that is necessary or economically desirable in the operation of Pledgor's business without the prior written consent of the Lender, and (ii) to use its commercially reasonable efforts to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses that are or shall be necessary or economically desirable in the operation of Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Lender shall have no duties with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other Person, but the Lender may do so at its option from and after the occurrence and during the continuance of a Default or an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Obligations secured hereby.

11. Indemnification by the Pledgor. Pledgor hereby agrees to indemnify and hold harmless the Lender for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements (including, without

limitation, attorneys' fees) of any kind whatsoever which may be imposed on, incurred by or asserted against the Lender in connection with or in any way arising out of or related to any or all of the Trademarks, Patents, Copyrights or Licenses (including, without limitation, whether brought by Pledgor or any other Person, suits, proceedings or other actions in which an allegation of liability, strict or otherwise, is or may be made by any Person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement or improper use, howsoever arising or by whomsoever caused, of any inventions disclosed and claimed in the Patents or any of them); unless with respect to any of the above, such Person to be indemnified is judicially determined to have acted or failed to act with gross negligence or willful misconduct. The indemnification in this paragraph shall survive the termination of this Agreement.

12. The Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses and, if the Lender shall commence any such suit, the Pledgor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 12 (including, without limitation, fees and expenses of attorneys and other professionals for the Lender).

13. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender, and directed to the Pledgor to which such suspension or waiver applies and specifying such suspension or waiver.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this 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 hereof, 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 Agreement in any jurisdiction.



15. Modification. Neither this Agreement nor any provision hereof may be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or in a written instrument signed by the parties hereto.

16. Power of Attorney; Cumulative Remedies.

(a) Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers and agents of the Lender designated by the Lender in its sole and absolute discretion) as Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, the Patents, the Copyrights or the Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights or Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Lender deems in its best interest for the payment of the Obligations. Pledgor 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 this Agreement is terminated. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Lender to exercise any of its rights and remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code, or Section 9-610, Section 9-620 or other equivalent provisions of revised Article 9 of the Uniform Commercial Code as in effect in any jurisdiction, with respect to the Trademarks, Patents, Copyrights or Licenses, Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses, to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Lender may exercise

any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. To the extent permitted by applicable law, Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Pledgor's successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee; provided, however, that Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Massachusetts without reference to the conflicts or choice of law principles thereof.

19. Notices. All notices or other communications hereunder shall be given in the form and manner and to the addresses set forth in the Loan Agreement.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

22. Merger. This Agreement, together with the other Loan Documents, represents the final agreement of the Pledgor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Pledgor and the Lender.

23. Effectiveness. This Agreement shall become effective on the date and year first written above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed  
before me this 7th day  
of January, 2002

FIELDBROOK ACQUISITION, INC.  
as Pledgor

By: [Signature]  
Name: ROBERT M. REYNOLDS  
Title: President

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

Sworn to and subscribed  
before me this 7th day  
of January, 2002

FOOTHILL CAPITAL CORPORATION,  
as Lender

By: [Signature]  
Name: Michael P. McGinn  
Title: V.P.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

**JANET D. MORENCY**  
Notary Public of Connecticut  
My Commission Expires Nov 30, 2005  
Notary # 75074

**FIELDBROOK FARMS, INC.****U.S. Federal Trademark Applications**

<b>Mark</b>	<b>International Class</b>	<b>Application Number</b>	<b>Owner</b>
FIELDBROOK FARMS	29	75/980,907	Fieldbrook Farms, Inc.
FIELDBROOK FARMS	30	75/598,530	Fieldbrook Farms, Inc.
PUDDING PALS	30	76/338,640	Fieldbrook Farms, Inc.

**U.S. Federal Trademark Registrations**

<b>Mark</b>	<b>International Class</b>	<b>Registration Number</b>	<b>Owner</b>
DARI FARMS	30	1,806,297	Fieldbrook Farms, Inc.
DEERING	30 and 42	1,838,016	Fieldbrook Farms, Inc.
DEERING and Design	42	1,479,120	Fieldbrook Farms, Inc.
FUN STICKS	30	2,508,049	Fieldbrook Farms, Inc.
MAGIC OF MAINE SINCE 1886	30	2,257,276	Fieldbrook Farms, Inc.
MASTER PIECE	30	842,941	Fieldbrook Farms, Inc.
MY FAVORITE	30	1,422,149	Fieldbrook Farms, Inc.
MY FAVORITE ICE CREAM and Design	30	1,423,123	Fieldbrook Farms, Inc.
OLD FASHIONED "HAND DIPPIN KIND"	30	1,367,956	Fieldbrook Farms, Inc.
PARTY PARADE	30	939,960	Fieldbrook Farms, Inc.
PARTY TREAT	30	1,731,410	Fieldbrook Farms, Inc.
PARTY TREAT	30	830,274	Fieldbrook Farms, Inc.

<b>Mark</b>	<b>International Class</b>	<b>Registration Number</b>	<b>Owner</b>
SCOTCH PAK	30	843,310	Fieldbrook Farms, Inc.
THE MAGIC OF MAINE SINCE 1886 and Design	30	2,340,006	Fieldbrook Farms, Inc.

**State Trademark Registrations**

<b>State</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Owner</b>
Maine	THE MAGIC OF MAINE SINCE 1886	19970376M	Fieldbrook Farms, Inc.
New York	DUNKIRK	R-28656	Fieldbrook Farms, Inc.
New York	SLENDER PAK	R-28657	Fieldbrook Farms, Inc.
New York	TREATS-A-PLENTY	R-26926	Fieldbrook Farms, Inc.
Pennsylvania	SLENDER PAK	779723	Fieldbrook Farms, Inc.

None



None