

09-26-2002



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Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):

F&F Foods, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 07/11/2002

2. Name and address of receiving party(ies)

Name: Cole Taylor Bank

Internal

Address: _____

Street Address: 111 West Washington Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Financial Institution

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Attached.

Additional number(s) attached Yes No

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

Name: Goldberg Kohn et al.

Internal Address: Elizabeth Kostiuik

Street Address: 5 East Monroe Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: _____

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

RECEIVED OCT 26 PM 3:00
ASSIGNMENTS DIV

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Kostiuik, Paralegal
Name of Person Signing

Elizabeth Kostiuik
Signature

09/25/02

Date

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

Trademarks

A. United States Trademarks

<u>Mark</u>	<u>Registration No.</u>
1. ALL- HERBAL	RN 1,949,738
2. DAILY-C	RN 2,430,636
3. FOX Design	RN 1,410,815
4. FOX Design	RN 2,304,353
5. FOXES	SN 76/357,749
6. FRUITRIENTS	RN 2,260,023
7. INTENSEMINTS	RN 2,370,639
8. JUICELETS	RN 421,962
9. NATURTHIN	RN 2,339,159
10. PHARMARIGHT	RN 2,353,548
11. SB	RN 425,169
12. SEN-SEN Design	RN 84,536
13. SEN-SEN Design	RN 247,091
14. SEN-SEN	RN 1,192,612
15. SHERBITS	RN 428,124
16. SMITH BROTHERS Design	RN 50,947
17. SMITH BROTHERS Design	RN 247,418
18. SMITH BROS.	RN 2,009,335
19. TWO MEN'S HEADS Design (Smith Bros.)	RN 1,950,350

07-19-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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U.S. Patent and Trademark Office

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

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

7-19-02

1. Name of conveying party(ies):
F&F Foods, Inc.

7-19-02

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: Cole Taylor Bank
Internal _____
Address: _____

Street Address: 111 West Washington Street
City: Chicago State: IL Zip: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Financial Institution _____

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

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 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Goldberg Kohn et al.
 Internal Address: Elizabeth Kostiuik

Street Address: 55 East Monroe Street
 Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

 Name of Person Signing Elizabeth Kostiuik Signature Date 07-16-02

07/19/2002 LUMELLER 00000003 1949730
01 FC:481
02 FC:482

40.00 OP
450.00 OP

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

TRADEMARK
REEL: 2588 FRAME: 0175

**COPYRIGHT, PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT**

This Copyright, Patent, Trademark and License Security Agreement (this "*Agreement*"), made as of this 11th day of July, 2002 by **F&F FOODS, INC.**, an Illinois corporation, with its chief executive office and principal place of business at 3501 West 48th Place, Chicago, Illinois 60632 ("*Borrower*") in favor of **COLE TAYLOR BANK**, with an office at 111 West Washington Street, Chicago, Illinois 60603 ("*Lender*");

W I T N E S S E T H:

WHEREAS, Lender and Borrower are parties to a certain Loan and Security Agreement of even date herewith (as amended from time to time, the "*Loan Agreement*"), which Loan Agreement provides, among other things, (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in substantially all of Borrower's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Borrower;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Borrower agrees as follows:

1. **Capitalized Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant of a Security Interest.** To secure the complete and timely satisfaction of all of the Liabilities, Borrower hereby grants a continuing security interest to Lender, having priority over all other security interests, in and to all of Borrower's now existing and hereafter created or acquired:

(a) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "*Copyright*" and, collectively, as the "*Copyrights*");

(b) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit B attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(c) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, corporate names, company names, business names, fictitious names, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit C attached hereto and hereby made a part hereof, and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(c), are sometimes hereinafter referred to individually as a "**Trademark**", and, collectively, as the "**Trademarks**" provided, however, that the terms Trademark or Trademarks shall not include any marks that Borrower presently intends to use and for which Borrower has filed an intent-to-use application with the United States Patent and Trademark Office, subject to Paragraph 5 below;

(d) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any registration or application for registration or any other tradename or tradestyle between Borrower and any other party, whether Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof and excluding all license agreements which, according to their terms, may not be assigned without the prior written consent of the licensors thereto (all of the foregoing license agreements and Borrower's rights thereunder are referred to collectively as the "**Licenses**"); and

(e) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

This Agreement is not intended to affect title to the Copyrights, Patents Trademarks and Licenses, which are or will become, vested in Lender, except as otherwise provided for by this Agreement.

Upon the occurrence of an Event of Default, Lender shall have the power, to the extent permitted by law, to sell the Copyrights, Patents, Trademarks and Licenses in accordance with the terms of the Loan Agreement.

3. Warranties, Representations and Covenants. Borrower warrants and represents to Lender that:

(a) None of the Copyrights listed on Exhibit A, Patents listed on Exhibit B, Trademarks listed on Exhibit C and Licenses listed on Exhibit D have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting;

(b) Each of the Copyrights listed on Exhibit A, Patents listed on Exhibit B, Trademarks listed on Exhibit B and Licenses listed on Exhibit D is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights listed on Exhibit A, Patents listed on Exhibit B, Trademarks listed on Exhibit C and Licenses listed on Exhibit D, free and clear of any liens (except for Permitted Liens), charges and encumbrances, including, without limitation, security interests, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has adopted, used and is currently using all of the Trademarks except as noted on Schedule 3(d);

(e) Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Copyrights, Patents, Trademarks and Licenses except as disclosed on Schedule A of the Loan Agreement; and

(f) Borrower has the right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Borrower shall not abandon, sell or assign its interest in, or grant any license under, the Copyrights, Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Copyrights, Patents, Trademarks or Licenses, which is inconsistent with the obligations under this Agreement, other than in the normal course of Borrower's business, without the prior written consent of Lender, and Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including

licensees, or fail to take any action, which would affect the validity or enforcement of the rights that may be transferred to Lender under this Agreement.

5. New Copyrights, Patents and Trademarks. Borrower represents and warrants that the federally or state registered Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C, and D, respectively, constitute all of the federally or state registered Copyrights, Patents, Trademarks and Licenses now owned by Borrower. If, before the Liabilities shall have been satisfied in full or before the Loan Agreement has been terminated, Borrower shall in its reasonable business judgment (i) obtain ownership rights to any new patentable inventions, copyright registrations or applications, Patents, or Trademarks, or (ii) become entitled to the benefit of any copyright registrations or applications, Patents, trademarks or service mark registrations or Licenses, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, and C, and D as applicable, to include any such copyright registrations or applications, Patents, Trademarks and Licenses.

6. Term. The term of the security interest granted herein shall extend until the date upon which all of the Liabilities have been paid in full and the Loan Agreement has been terminated.

7. Release of Security Interest. This Agreement is made for security purposes only and is not intended to constitute a present assignment of Borrower's ownership interest in the Copyrights, Patents, Trademarks and Licenses. Upon payment in full of the Liabilities and termination of the Loan Agreement, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Borrower full title to the Copyrights, Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. Subject to paragraph 12(q) of the Loan Agreement, all fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate applicable to the Loans from time to time.

9. Duties of Borrower. To the extent deemed necessary in the exercise of Borrower's reasonable business judgment, Borrower shall have the duty (i) to prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on Trademarks, as appropriate, (iii) to preserve and maintain all of Borrower's rights in the Copyrights, Patents, Trademarks and Licenses, and (v) to ensure that the Borrower's rights in any past, present, or future copyright registrations and applications, Patents, trademark or service mark registrations or applications (excluding any intent-to-use applications) and Licenses are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower. To the extent deemed necessary in the exercise of Borrower's reasonable business judgment, Borrower shall not abandon any copyright registration or application, Patent, Trademark or License without the written consent of Lender.

10. Lender's Right to Sue. After the occurrence and during an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all documented costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. 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 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Lender's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any

other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of and during an Event of Default, Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses Lender deems to be in its best interest, (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to anyone, (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to anyone, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks or Licenses as Lender deems to be in its best interests. Borrower 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 the Obligations shall have been paid in full and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.

15. Binding Effect; Benefits. This Agreement shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR THE COLLATERAL SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

IN WITNESS WHEREOF, Borrower has duly executed this Agreement in favor of Lender as of the date first written above.

F&F FOODS, INC.

By David S Bault
Its PRESIDENT

AGREED AND ACCEPTED THIS
11th day of July, 2002.

COLE TAYLOR BANK

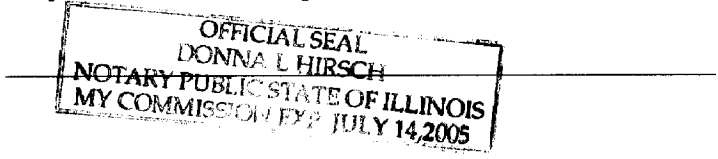
By [Signature]
Its SVP

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Copyright, Patent, Trademark and License Security Agreement was executed and acknowledged before me this 11th day of JULY, 2002, by DAVID S. BARNETT, personally known to me to be the PRESIDENT of F&F FOODS, INC., an Illinois corporation, on behalf of such corporation.

Donna L. Hirsch
Notary Public

My Commission expires:

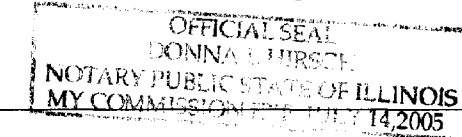


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Copyright, Patent, Trademark and License Security Agreement was executed and acknowledged before me this 11th day of JULY, 2002, by JOHN ROSS, personally known to me to be the SR. V.P. of COLE TAYLOR BANK, on behalf of such corporation.

Donna L. Hirsch
Notary Public

My Commission expires:



AFTER FILING RETURN THIS INSTRUMENT TO:

Esther S. Barron, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3700
Chicago, Illinois 60603

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

1. [None.]

EXHIBIT C

Trademarks

A. United States Trademarks

<u>Mark</u>	<u>Registration No.</u>
1. ALL- HERBAL	RN 1,949,738
2. DAILY-C	RN 2,430,636
3. FOX Design	RN 1,410,815
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18. SMITH BROS.	RN 2,009,335
19. TWO MEN'S HEADS Design (Smith Bros.)	RN 1,950,350

B. Foreign Marks

1. SMITH BROTHERS.	Canadian Registration No. 541,275
--------------------	-----------------------------------

EXHIBIT D

Licenses

1. [None.]

SCHEDULE 3(d)

Excluded Trademarks

None.