

12-26-2002



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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 12-26-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

12/26/2002 6TON11 0000185 1125687

FOR OFFICE USE ONLY

01 FC:8521 40.00 DP
02 FC:8522 1600.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002636 FRAME: 0062

18. P. 02

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane P. Miles, Paralegal

Name of Person Signing

Jane P. Miles
Signature

12/19/02

Date Signed

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

<u>Registered Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bar-B-Q-Snak®	1,125,687	10/2/79
BRC®	2,380,023	8/22/00
Butcher Boy®	2,226,325	2/23/99
Butcher Boy®	2,230,869	3/9/99
Butcher Boy & Design	806,433	3/29/66
Cisco's®	927,829	1/25/72
Design of Mexican Boy	1,261,065	12/13/83
Don-Diego®	1,274,489	4/17/84
fff and Design	788,236	4/13/65
Fred's For Starters®	2,540,959	2/19/02
Fred's Howlers®	2,065,468	5/27/97
Fred's Pak-2®	1,290,352	8/14/84
Fryer Performer®	1,800,193	10/19/93
GF Garden Foods & Design	1,729,611	11/3/92
Get A Grip On Taste®	2,242,867	5/4/99
Imperial Kitchens®	1,326,248	3/19/85
Jose Ole®	2,510,986	11/20/01
Little Juan®	2,334,467	3/28/00
Little Juan & Design	866,509	3/11/69
Little Juan & Design	1,593,266	4/24/90
M & Design	897,472	8/25/70
Marquez®	2,228,882	3/2/99
M.A.R.Q.U.E.Z. & Design	1,799,560	10/19/93
Mexi-Minis®	2,427,450	2/6/01
Mextreme®	2,304,732	12/28/99
Mextreme & Design	2,304,740	12/28/99
Pacific Tortilla Kitchen®	2,133,201	1/27/98
Pacific Tortilla Kitchen®	2,228,939	3/2/99
Pizzaquitos®	2,179,393	8/4/98
Pizza-Snak®	1,133,424	4/15/80
Pizza Strawz®	2,026,284	12/31/96
Posada®	2,230,826	3/9/99
Posada & Design	1,293,083	9/4/84
Posada & Design	1,374,956	12/10/85
Posada & Design	1,656,388	9/10/91
Posada Deli-Fest®	1,776,006	6/8/93
PTK®	2,192,041	9/29/98
PTK & Design	2,193,374	10/6/98
Rio Posada®	2,143,228	3/10/98

Rotanelli's®	2,142,920	3/10/98
Rotanelli's Originale®	2,187,412	9/8/98
Rotanelli's Originale®	2,228,938	3/2/99
Rotanelli's Signatura®	2,187,417	9/8/98
Rotanelli's Valore®	1,662,620	10/29/91
Taco-Snak®	1,090,116	4/25/78
The Great Foldini®	2,417,812	1/2/01

Unregistered Trademarks

Batter-Dipt™
DeliFest™
Mexican Style Wrap™
Mini Pizza Stuffers™
Quesadilla Wedges™
Unrings™
The Expert Exchange™

<u>Trademark Applications</u>	<u>Serial No.</u>	<u>Filing Date</u>
<u>Pending</u>		
Fiesta Bakes™	76-158405	11/2/00
Fiesta Bites™	75-887481	1/5/00
Fiesta For One™	76-176792	12/6/00
Fiesta Minis™	76-087547	7/10/00
Great Food With An Accent!™	75-817108	10/7/99
Jose Ole & Design	76-203382	2/1/01
Jose Ole & Design	76-046718	5/11/00
Mac & Cheese Bites		8/5/02
Mac & Cheese Bites & Design	76-439159	8/5/02
HOTZZARELLA		9/4/02
TAMALE TEASERS		9/5/02
TORTILLA CRISPERS		9/13/02

SPECIALTY BRANDS, INC.

TRADEMARK COLLATERAL AGREEMENT

This 12 day of December, 2002, Specialty Brands, Inc., a Delaware corporation ("*Grantor*"), with its principal place of business and mailing address at 4200 East Concourse, Ontario, California 91764, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as agent (in such capacity, the "*Agent*") for itself and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Credit Agreement dated as of September 27, 2002, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Agent, the Lenders and Grantor, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Obligations as set out in that certain Security Agreement dated as of September 27, 2002, among the Grantor, the other Debtors named therein and the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SPECIALTY BRANDS, INC.

By Patrick A. O'Ray
Name: Patrick A. O'Ray
Title: President/CEO

HARRIS TRUST AND SAVINGS BANK, as Agent

By Karen L. Knudsen
Name: VICE PRESIDENT
Title: KAREN KNUDSEN