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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Pat

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... unrecorded original documents or copy thereof.

1. Name of conveying party(ies): Andronico's Markets, Inc.

12-20-02

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Trademark Collateral Agreement

Execution Date: December 13, 2002

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Illinois banking corporation

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 patent number(s):

A. Trademark Application No.(s)

See Schedule A-I attached hereto and made a part hereof.

B. Trademark Registration No.(s)

None

Additional numbers attached? Yes No

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

RETURN TO: FEDERAL RESEARCH CORP 1000 15th STREET NW SUITE 920 WASHINGTON DC 20005

City: State: ZIP:

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

12/23/2002 BTOM11 00000040 78078912

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP 02 FC:8522 150.00 DP

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.

Elizabeth A. Szklarz Name of Person Signing

Elizabeth A. Szklarz Signature

December 3, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
	- NONE -	

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
Ingredients for Cooking	Serial # 78/078912	
Ingredients for Dining	Serial # 78/078918	
Ingredients for Baking	Serial # 78/079514	
Ingredients for Health	Serial # 78/078929	
Ingredients for Beauty	Serial # 78/078938	
Ingredients for Entertaining	Serial # 78/078923	
Ingredients for Snacking	Serial # 78/078945	

**COMMON LAW MARKS AND TRADE NAMES**

- NONE -

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

- NONE -

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

- NONE -

## TRADEMARK COLLATERAL AGREEMENT

This 13<sup>th</sup> day of December, 2002, Andronico's Markets, Inc., a California corporation ("*Debtor*") with its principal place of business and mailing address at 1109 Washington Avenue, Albany, California 94706, 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 with its mailing address at 111 W. Monroe Street, Chicago, Illinois 60603 Attention: Food Group, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, as agent for the benefit of the Secured Creditors (as defined in the Security Agreement (defined below)) a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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-2 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 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 Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (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 Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (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 Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then 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. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor 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.

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

ANDRONICO'S MARKETS, INC.

(CORPORATE SEAL)

By William J. Andronico  
Its President

ATTEST:

William J. Andronico  
(Type or Print Name)

Mittie Grigsby  
Its Secretary

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

MITTIE GRIGSBY  
(Type or Print Name)

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

Debtor 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.

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

ANDRONICO'S MARKETS, INC.

(CORPORATE SEAL)

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Its Secretary

HARRIS TRUST AND SAVINGS BANK,  
as Secured Party

S. Todd Aubrey  
(Type or Print Name)

By CSA  
Its vice president

S. F. Aubly

C. Scott Plone  
(Type or Print Name)

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK  
REEL: 002636 FRAME: 0952

**SCHEDULE A-2**

**TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

- NONE -

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**DATED AS OF DECEMBER 12, 2002**  
**TRADEMARKS AND SERVICE MARKS**

**HARRIS RESEARCH, INC.**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

**I. U.S. TRADEMARK APPLICATIONS/REGISTRATIONS**

<b>TRADEMARK</b>	<b>CURRENT/LAST OWNER OF RECORD</b>	<b>INT'L CLASS(ES)</b>	<b>REGISTRATION/SERIAL NO.</b>	<b>DATE OF REGISTRATION</b> (for registered or cancelled applications)/ <b>DATE OF FILING</b> (for pending or abandoned applications)	<b>DATE OF FIRST USE IN COMMERCE</b>	<b>CURRENT STATUS</b>
CARBONATED CLEANER (and Design)	Harris Research, Inc. (Utah)	37	R.N. 1,203,921	08/03/82 (registration date)	11/19/77	Registered (Renewal due 8/3/12)
THE CARBONATED CARPET CLEANER	Harris Research, Inc. (Utah)	37	S.N. 76/347,310	12/10/01 (filing date)	11/77	Pending (allowed by Examiner, awaiting Publication)

CHEM-DRY	Harris Research, Inc. (Utah)	3, 7	R.N. 1,119,887	06/12/79 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 6/12/09
CHEM-DRY	Harris Research, Inc. (Utah)	37	R.N. 1,357,192	08/27/85 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 8/27/05*
CHEM-DRY w/striped design (plus color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,296	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/striped design (no color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,033	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/swoosh design (plus color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,034	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02
CHEM-DRY w/swoosh design (no color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,311	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02



Design only ("Charlie" caricature)	Harris Research, Inc. (Utah)	3, 7	R.N. 1, 120, 328  <b>DISCLAIMER:</b> The right to the exclusive use of the words "carbonated cleaner" is disclaimed apart from the mark as shown	6/19/79 (registration date)	11/19/77	<b>Registered</b> § 8 & 15 accepted; next Renewal due 6/19/09
Design only (container)	Harris Research, Inc. (Utah)	3	S.N. 76/352,583	12/21/01 (filing date)	1989	<b>Pending</b> non- final action mailed 5/31/02
G-COATE 20	Harris Research, Inc. (Utah)	3	R.N. 1,509,776	10/25/88 (registration date)	6/30/86	<b>Registered</b> § 8 & 15 accepted; next Renewal due 10/25/08
HEALTHY CLEAN	Harris Research, Inc. (Utah)	37	S.N. 76/419,784	06/12/02 (filing date)	N/A (filed as intent-to-use)	<b>Pending</b> no office action issued as yet

THE NATURAL	Harris Research, Inc. (Utah)	3	R.N. 1,762,324	04/06/93 (registration date)	3/5/92	<b>Registered</b> §8 & 15 accepted; next Renewal due 04/06/03
POWERBASE	Harris Research, Inc. (Utah)	7	S.N. 76/266,681	06/04/01 (filing date)	10/15/01	<b>Pending</b> Statement of use accepted; application approved for registration
POWERHEAD	Harris Research, Inc. (Utah)	7	R.N. 2,452,173	05/15/02 (registration date)	10/20/99	<b>Registered</b> §8 & 15 due 5/15/07
P.U.R.T. (stylized)	Harris Research, Inc. (Utah)	5	R.N. 1,815,327	01/04/94 (registration date)	1/16/92	<b>Registered</b> §8 & 15 accepted; Renewal due 01/04/04
RAZOR	Harris Research, Inc. (Utah)	7		10/28/02 (filing date)		<b>Pending</b>

RED ALERT	Harris Research, Inc. (Utah)	3	R.N. 1,443,783	06/23/87 (registration date)	5/22/86	Registered §8 & 15 accepted; Renewal due 6/23/07
SOLUTIONS THAT MAKE SCENTS	Harris Research, Inc. (Utah)	3	R.N. 1,989,274	07/23/96 (registration date)	11/30/94	Registered §8 & 15 accepted; Renewal due 07/23/06
STAIN EXTINGUISHER	Harris Research, Inc. (Utah)	3	R.N. 2,642,677	10/29/02 (registration date)	1989	Registered §8 & 15 due 10/29/08

## II. FOREIGN TRADEMARK INFORMATION

### A. AUSTRALIA

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
(Design only) "Charlie" caricature	Devere International, Inc. of California (located in Utah)	1	R.N. 449697	8/5/86 (effective date of registration)	Registered