

07-24-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102627973

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

1. Name of conveying party(ies): Richelieu Foods, Inc. 7-18-03
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: JPMorgan Chase Bank
Internal
Address: Attn: Dale E. Pensgen, VP
Street Address: One Chase Square CS-5
City: Rochester State: NY Zip: 14644
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
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: 04/11/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/197,619
78/189,464

B. Trademark Registration No.(s) 1,689,621
767,718
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: S. Ryan Black
Internal Address: c/o Palmer & Dodge, LLP
Street Address: 111 Huntington Ave.
at Prudential Center
City: Boston State: MA Zip: 02199-7613

6. Total number of applications and registrations involved: 25
7. Total fee (37 CFR 3.41): \$ 640.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
16/0085 (authorized if check enclosed is not sufficient)

DO NOT USE THIS SPACE

9. Signature.
S. Ryan Black, Legal Assistant
Name of Person Signing
Signature
Date 07/18/03

Total number of pages including cover sheet, attachments, and document: 10

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

07/23/2003 ECOOPER 00000112 78197619

01 FC:8521 40.00 OP
02 FC:8522 600.00 OP

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
2003 JUL 18 PM 2:15

SCHEDULE A

1. Additional Names of Conveying Parties:

Richelieu Group, Inc.	-	Corporation-State
Willow Foods, Inc.	-	Corporation-State
Crestar Crusts, Inc.	-	Corporation-State
Richfield Pizza Co, Inc.	-	Corporation-State

SCHEDULE B

4a. Additional trademark application numbers.

<u>Mark</u>	<u>Type</u>	<u>No.</u>
SMARTSALAD	Application	78/217,829
SMARTSALADS	Application	76/246,655

4b. Additional trademark registration numbers.

DON MARTINO	Registration	2,103,509
DON MARTINO & design	Registration	2,105,498
GROCER'S GARDEN	Registration	1,704,331
GROCER'S GARDEN	Registration	2,517,683
Head Design	Registration	1,476,117
NATALINA PIZZA & des	Registration	2,158,307
PAPA-LINO'S (stylized)	Registration	2,097,653
PASQUALE'S & des	Registration	766,883
PASQUALE'S & des	Registration	849,520
PASQUALE'S (stylized)	Registration	766,884
PASQUALE'S (stylized)	Registration	849,521
PIZZA PRESTO!	Registration	2,223,540
PROVATI!	Registration	2,097,652
RICHELIEU	Registration	1,781,586
RICHELIEU (styl)	Registration	526,735
Train Design	Registration	1,512,930
WESTERN	Registration	1,572,185
WESTERN & des	Registration	803,506
WESTERN (styl)	Registration	1,310,305

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Richelieu Foods, Inc., a Delaware corporation, Richelieu Group, Inc., a Delaware corporation, Willow Foods, Inc., a Wisconsin corporation, Crestar Crusts, Inc., a Delaware corporation, and Richfield Pizza Co., Inc., a Delaware corporation (the preceding five corporations, collectively, the "Pledgors"), each having an address at 25 Braintree Hill Office Park, Suite 405, Braintree, Massachusetts 02184, are the owners and users of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS Pledgors have entered into that certain Credit and Security Agreement dated as of April 11, 2003 (the "Credit Agreement") among the Pledgors, as joint and several borrowers, the financial institutions from time to time parties thereto as lenders (the "Lenders"), and JPMorgan Chase Bank, as administrative and collateral agent and arranger (the "Agent"), pursuant to which the Pledgors have granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge to the Agent, and grant to the Agent, for the benefit of the Lenders, a security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Facility Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Agent hereby acknowledge and agree that the pledge and grant of security interest hereunder to the Agent, and the rights and remedies of the Agent with respect to

the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

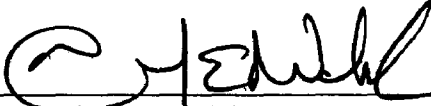
This Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

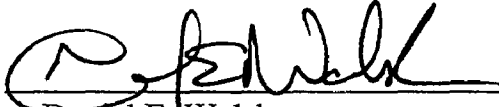
IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 11 day of April, 2003.

PLEDGORS:

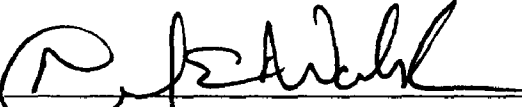
RICHELIEU FOODS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance


RICHELIEU GROUP, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

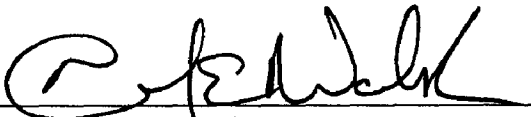
WILLOW FOODS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

CRESTAR CRUSTS, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

RICHFIELD PIZZA CO, INC.

By: 
Name: Daniel E. Walsh
Title: Vice President of Finance

AGENT:

JPMORGAN CHASE BANK, AS AGENT

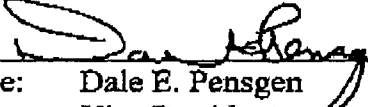
By: _____
Name: Dale E. Pensgen
Title: Vice President

RICHFIELD PIZZA CO, INC.

By: _____
Name: Daniel E. Walsh
Title: Vice President of Finance

AGENT:

JPMORGAN CHASE BANK, AS AGENT

By:  _____
Name: Dale E. Pensgen
Title: Vice President

SECURITY AGREEMENT (TRADEMARKS)

SCHEDULE A

SCHEDULE OF TRADEMARKS

Trademarks (generally in the name of Richelieu Foods, Inc. but some especially at non-USA jurisdictions may be in other Borrower's or their predecessors names)

<u>Mark</u>	<u>Country/State</u>	<u>Type</u>	<u>No.</u>
HOT PROFITS TO GO & des	Canada	Registration	384,129
CHEF ANTONIO	USA	Registration	1,689,621
Chef Design	USA	Registration	767,718
DON MARTINO	USA	Registration	2,103,509
DON MARTINO & design	USA	Registration	2,105,498
GROCER'S GARDEN	USA	Registration	1,704,331
GROCER'S GARDEN	USA	Registration	2,517,683
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RICHELIEU (styl)	USA	Registration	526,735
SMARTSALAD	USA	Application	78/217,829
SMARTSALADS & des	Wisconsin	Registration	N/A (8/23/89)
SMARTSALADS	USA	Application	76/246,655
Train Design	USA	Registration	1,512,930
WESTERN	USA	Registration	1,572,185
WESTERN & des	USA	Registration	803,506
WESTERN (styl)	USA	Registration	1,310,305