



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

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

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

1. Name of conveying party(ies):

American Foods Group, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal

Address: _____

Street Address: 2450 Colorado Ave., #3000 West

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: December 23, 2003

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

A. Trademark Application No.(s)

78/290,495

B. Trademark Registration No.(s)

2,482,664; 2,286,415; 2,741,822; 2,156,173;
1,106,750; 2,649,664

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street: _____

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)

DO NOT USE THIS SPACE

9. 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.

Ian Hathaway

Name of Person Signing

Signature

01/07/04

Date

Total number of pages including cover sheet, attachments, and document: 7

01/09/2004 LMUELLER 00000035 78290495

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

01 FC:0521
02 FC:0522

40.00 DP
150.00 DP

**FIRST AMENDMENT TO PATENT, TRADEMARK AND
LICENSE MORTGAGE**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND LICENSE MORTGAGE (this "First Amendment") is made as of this 23rd day of December, 2003, by American Foods Group, Inc., a Delaware corporation ("Grantor"), in favor of Wells Fargo Foothill, Inc. (as assignee of Banc of America Commercial Finance Corporation through its Commercial Funding Division, formerly NationsCredit Commercial Corporation, through its NationsCredit Commercial Funding Division) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor executed and delivered to Grantee that certain Patent, Trademark and License Mortgage dated as of December 18, 1997 (as amended, restated or otherwise modified from time to time, the "Patent and Trademark Mortgage");

WHEREAS, Grantor and Grantee desire to amend the Patent and Trademark Mortgage in certain respects;

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

1. **Incorporation.** The Patent and Trademark Mortgage and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Patent and Trademark Mortgage.

2. **Amendments.**

a) Grantor and Grantee hereby agree that all references in the Patent and Trademark Mortgage to the Loan Agreement shall be deemed to refer to the Amended and Restated Loan and Security Agreement dated as of December 23, 2003 between Grantor and Grantee.

b) Grantor and Grantee hereby agree that Exhibit A to the Patent and Trademark Mortgage is hereby amended by adding thereto the Patents listed on Exhibit A hereto.

c) Grantor and Grantee hereby agree that Exhibit B to the Patent and Trademark Mortgage is hereby amended by adding thereto the Trademarks listed on Exhibit B hereto.

3. **Grant and Reaffirmation of Grant of Security Interests.** To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Patent and Trademark

Mortgage of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Patents, Trademarks and Licenses (as such terms are defined in the Patent and Trademark Mortgage), after giving effect to the amendments and other modifications contemplated by this First Amendment.

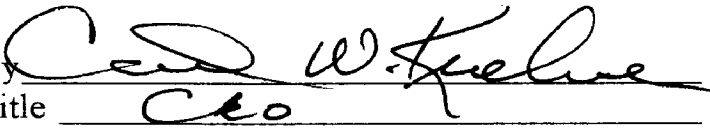
4. **Binding Effect; Benefits.** This First Amendment shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee, its successors, nominees and assigns. Except as expressly modified hereby, the Patent and Trademark Mortgage remains in full force and effect. Grantor hereby reaffirms its obligations under the Patent and Trademark Mortgage, as modified by this First Amendment.

5. **APPLICABLE LAW; SEVERABILITY.** THIS FIRST AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS FIRST AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS FIRST AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS FIRST AMENDMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this First Amendment as of the date first written above.

AMERICAN FOODS GROUP, INC.

By 
Title CEO

WELLS FARGO FOOTHILL, INC. (as assignee of Banc of America Commercial Finance Corporation through its Commercial Funding Division, formerly NationsCredit Commercial Corporation, through its NationsCredit Commercial Funding Division)

By _____
Title _____

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this First Amendment as of the date first written above.

AMERICAN FOODS GROUP, INC.

By _____
Title _____

WELLS FARGO FOOTHILL, INC. (as assignee of Banc of America Commercial Finance Corporation through its Commercial Funding Division, formerly NationsCredit Commercial Corporation, through its NationsCredit Commercial Funding Division)

By *Douglas Zittle*
Title *V.P.*

EXHIBIT A

PATENT

Description	Registration No.	Application Date
Head gate assembly for restraining livestock	US6537145	04/18/02

EXHIBIT B**TRADEMARKS**

Mark	Registration No.	Registration Date
America's Meals	2,482,664	08/28/01
America's Meals & Design	2,286,415	10/12/99
Golden Superb	2,741,822	07/29/03
IPI Superb	2,156,173	05/12/98
Sheboygan	1,106,750	11/21/78
Smokrest	2,649,664	11/12/02

TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
America's Heartland	78/290,495	08/21/03