

RE 01-20-2004

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

1-20-04



Tab settings

To the Honorable Commissioner of 102649117

ached original documents or copy thereof.

1. Name of conveying party(ies):

Specialty Brands, Inc. 1-20-04

- 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 Trademark Collateral Agreement
- Merger
- Change of Name

Execution Date: December 16,, 2003

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: Illinois ZIP: 60603

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

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name: _____

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

Street Address: _____

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)

01/21/2004 LHMELLER 00000055 2636034

01 FC:8521 40.00 00
02 FC:8522 150.00 00

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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Andrea Serdiuk
Signature

January 14, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Great Foods With An Accent	2,636,034	10/15/02

<u>Trademark Applications</u>	<u>Serial No.</u>	<u>Filing Date</u>
Grillquito™	76-558150	10/24/03
Tortilla Crispers	76-450072	9/13/02
Golden Value	76-562936	11/17/03
Mac & Cheese Bites	76-439158	8/5/02
Hotzzarella	76-448112	9/4/02
Tamale Teasers	76-448014	9/5/02

SPECIALTY BRANDS, INC.

TRADEMARK COLLATERAL AGREEMENT

This 16th day of December, 2003, 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 Amended and Restated Credit Agreement dated as of December 16, 2003, (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 Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of December 16, 2003, 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

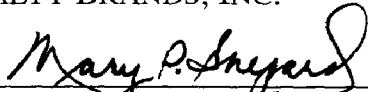
operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations.

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.

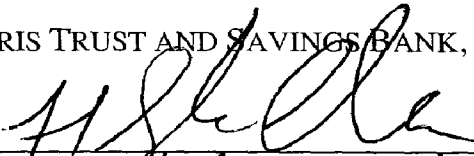
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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 
Name: MARY P. SHEPARD
Title: SR. V.P. and CHIEF FINANCIAL OFFICER

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name: H. GLEN CLARKE
Title: MANAGING DIRECTOR