

6/29/04

07-06-2004

Form PTO-1594
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102783635

original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Mondovi Foods Company, LLC

- Individuals
- General Partnership -
- Corporation-State -
- Other - a Wisconsin limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: May 27, 2004

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

A. Trademark Application No.(s)

Trademark Registration No.(s)

2590775 and 2590774

Additional numbers attached? Yes No

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

Name: Elizabeth A. Nunn, Senior Legal Assistant

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved

2

7. Total fee (37 CFR 3.41):

\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in event of deficiency)

(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.

Elizabeth A. Nunn
Name of Person Signing

Elizabeth A. Nunn
Signature

June 29, 2004
Date

Total number of pages comprising cover sheet:

5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

*Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/02/2004 NGETACHE 00000050 2590775

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MONDOVI FOODS COMPANY, LLC, a Wisconsin limited liability company (the "Grantor") with principal offices at 431 South Washington Street, Mondovi, Wisconsin 54755, hereby grants to BNP PARIBAS, as Collateral Agent, with principal offices at 16 boulevard des Italiens, 75009, Paris, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 27, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

27th day of May, 2004.

MONDOVI FOODS COMPANY, LLC, as Grantor

By 

Name: Sigquet

Title: Authorized Signatory

BNP PARIBAS,
as Collateral Agent and Grantee

By 

Name: A. Chapelle

Title:

SCHEDULE A

MARK

REG. NO.

REG. DATE

Mondovi Foods

2,590,775

July 9, 2002

Mondovi Foods logo

2,590,774

July 9, 2002