

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance previously recorded on Reel 003017 Frame 606. Assignor(s) hereby confirms the nature of conveyance is "Assignment of Security Interest in IP recorded at the USPTO at Reel 2397/Frame 551".

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		11/16/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1716286	AWAKE
Registration Number:	961653	ORANGE PLUS
Registration Number:	656892	TREESWEET
Registration Number:	354723	TREESWEET
Registration Number:	390633	TREESWEET
Registration Number:	390947	TREESWEET
Registration Number:	391646	TREESWEET
Registration Number:	1986535	ORIGINAL TREE SWEET
Registration Number:	805698	PONCHO PUNCH
Registration Number:	1357034	RUBY RED

CORRESPONDENCE DATA

CH \$265.00 1716286

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212756-2388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	02/09/2005

Total Attachments: 13
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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): <u>Wells Fargo Foothill, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>California</u> <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Ableco Finance LLC</u> Internal Address: <u>299 Park Avenue</u> Street Address: City: <u>New York</u> State: <u>NY</u> Zip: <u>10171</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership - <input checked="" type="checkbox"/> Corporation - <u>A Delaware limited liability company</u> <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - <u>Assignment of Security Interest in Intellectual Property recorded at the United States Patent and Trademark Office at Reel 002397/Frame 0551 on November 21, 2001</u> Execution Date: <u>November 16, 2004</u>	
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Trademark Registration No.(s) <u>1716286; 961653; 656892; 354723; 390633;</u> <u>390947; 391646; 1986535; 805698; 1357034</u>
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Daniel Angel, Esq.</u> Internal Address: <u>Schulte Roth & Zabel LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>N.Y.</u> Zip: <u>10022</u>	6. Total number of applications and registrations involved: <u>10</u> 7. Total fee (37 CFR 3.41)..... \$ <u>265.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500675 - Schulte Roth & Zabel LLP/Order No. 014951/0312</u> (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.

Daniel Angel, Esq.  December 20, 2004
 Name of Person Signing Signature Date

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

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Assignment") is made and effective as of the date indicated below and is granted by and among **NCI FOODS, LLC**, a Wisconsin limited liability company ("Grantor") and **WELLS FARGO FOOTHILL, INC.** (f/k/a Foothill Capital Corporation), a California corporation ("Assignor") for the benefit of **ABLECO FINANCE LLC**, a Delaware limited liability company ("Assignee/Grantee").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined); and

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Existing Loan and Security Agreement") by and among and the Grantor, the lenders party thereto (including, without limitation Assignee/Grantee, the "Existing Lenders"), and Assignor, as the arranger and administrative agent for the Existing Lenders (in such capacity, the "Existing Administrative Agent"), Existing Lenders agreed to make loans and other financial accommodations to Grantor; and

WHEREAS, pursuant to the Existing Loan and Security Agreement, Grantor executed that certain Trademark Collateral Assignment and Security Agreement, dated as of November 6, 2001 (as amended, replaced, superseded or otherwise modified from time to time, the "Existing Security Agreement") in favor of Assignor, pursuant to which Grantor granted to Assignor, a lien upon and security interest in, among other things, Grantor's right, title and interest in and to the following property of Grantor, whether then owned or thereafter acquired, to secure the payment and performance of the Obligations (as defined in the Existing Security Agreement) (collectively, the "Pledged Collateral"):

- (a) all of Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A, attached hereto, together with all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and

- (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and
- (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitations, payments under all licenses at any time entered into in connection therewith; and
- (d) the right to sue for past, present and future infringements thereof; and
- (e) all rights corresponding thereto throughout the world; and
- (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Grantor against third parties for past or future infringement of the Trademarks.

WHEREAS, the Existing Security Agreement was recorded at the United States Patent and Trademark Office at Reel 002397/Frame 0551 on November 21, 2001; and

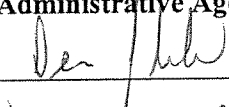
WHEREAS, the Existing Administrative Agent and the Existing Lenders intend to amend and restate their rights and obligations in respect of their Commitments (as defined in the Existing Loan and Security Agreement) and Obligations (as defined in the Existing Loan and Security Agreement) under the Existing Loan and Security Agreement on the terms set forth in that certain Amended and Restated Loan and Security Agreement (the "Amended Loan and Security Agreement") dated the date hereof among the Assignor (as the Existing Administrative Agent), the Existing Lenders, each lender from time to time party thereto as a lender (the "New Lenders") and Assignee/Grantee as collateral agent for the New Lenders (in such capacity, the "Collateral Agent"), with such Commitments and Obligations immediately upon the execution of such amendment to be governed by the Amended and Restated Loan and Security Agreement; and

WHEREAS, pursuant to the Amended and Restated Loan and Security Agreement, Assignor (on behalf of the Existing Lenders) agreed to assign to Assignee/Grantee (as Collateral Agent, for the benefit of the New Lenders) all right, title and interest of Assignor and the Existing Lenders in and to the Pledged Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (on its own behalf as Existing Administrative Agent and on behalf of the Existing Lenders) hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Pledged Collateral, the same to be held and enjoyed by Assignee/Grantee (as Collateral Agent), their successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. This assignment is subject in all respects to the terms and conditions of the Amended Loan and Security Agreement.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 16th day of November 2004.

WELLS FARGO FOOTHILL, INC.
(f/k/a Foothill Capital Corporation),
as Existing Administrative Agent

By: 

Name: DENNIS J. REENAN

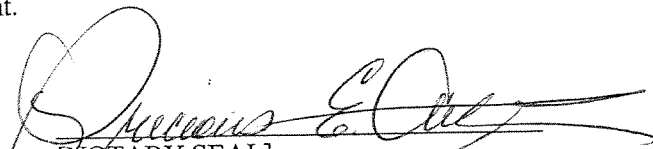
Title: V.P.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

ss.:

On this 15 day of November 2004, before me, the undersigned, personally appeared Dennis S. Redman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]



**ACKNOWLEDGED, AGREED AND
CONSENT GIVEN:**

NCI FOODS, LLC

By:

Name: John Swendrowski

Title: President

CERTIFICATE OF ACKNOWLEDGMENT

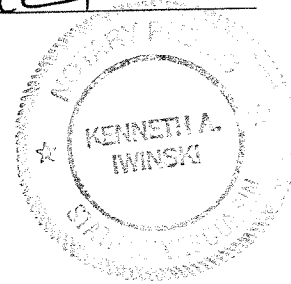
STATE OF Wisconsin

ss.:

COUNTY OF Wood

On this 16th day of November 2004, before me, the undersigned, personally appeared John Sandrouski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO./SER NO.</u>
AWAKE	1,716,286
ORANGE PLUS	961,653
TREESWEET	656,892
TREESWEET (Stylized)	354,723
TREESWEET and design	390,633
TREESWEET and design	390,947
TREESWEET and design	391,646
ORIGINAL TREESWEET and design	1,986,535
PONCHO PUNCH	805,698
RUBY RED	1,357,034

NON-U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO./SER. NO.</u>	<u>COUNTRY</u>
ORIGINAL TREESWEET and designation	1,573,776	Argentina
AWAKE	A194,165	Australia
AWAKE	137,048	Canada
TREESWEET	233,729	Canada
TREESWEET (Stylized)	191,494	Canada
ORIGINAL TREESWEET and designation	475,747	Canada
TREESWEET	99,634	Costa Rica
TREESWEET	85,143	Guatemala
TREESWEET	1,136,419	Japan
TREESWEET	4,007,599	Japan
ORIGINAL TREESWEET and designation	3,312,544	Japan
AWAKE	466,062	Mexico
ORANGE PLUS	471,763	Mexico

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