

03/31/2006  
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Form PTO-1394 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)  
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies):  
Caine Foods, LP  
114 S. Main Street  
Ayer, MA 01432

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Eastern Bank  
Internal Address: \_\_\_\_\_  
Street Address: 265 Franklin Street  
City: Boston  
State: MA  
Country: U. S. A. Zip: 02110

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank citizenship \_\_\_\_\_

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)

3. Nature of conveyance (Execution Date(s) :  
Execution Date(s) March 30, 2006

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 226210

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Gaines

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: James Cohen  
Internal Address: \_\_\_\_\_  
Street Address: 109 State Street  
City: Boston  
State: MA Zip: 02109  
Phone Number: 617-371-1050  
Fax Number: 617-371-1051  
Email Address: jcohen@lora.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$290.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
a. Credit Card Last 4 Numbers 1516  
Expiration Date 03/07  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: James H Cohen      3/3/06  
Signature      Date  
Name of Person Signing: James H Cohen  
Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be filed in (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1488, Alexandria, VA 22314-1488

OP \$290.00 76248416

RightFax

4/5/06 7:29 PAGE 004/007 Fax Server

## EXHIBIT A

Federal Trademark Registrations

<u>Trademark</u>	<u>Reg. /Ser. No.</u>	<u>Reg. Filing Date</u>
OXFORD	0897447	08/25/1970
CAINS	0952196	01/30/1973
RIVERA	0968754	09/18/1973
BRAVO ITALIANO	1342925	06/18/1983
OXFORD CUSTOM BLEND MAYONNAISE	1437455	04/21/1987
DELINAISE	1803849	11/09/1993
CAROLINE'S	78/248,416	07/19/2005?
SANDWICH SENSATIONS	2,282,134	09/28/1999
OLDE CAPE COD		
OLDE CAPE COD LOCAL FAVOURITES	2422736	02/23/2001
OLDE CAPE COD BLACK ANGUS	2554557 78/586,467	04/02/2002 03/14/2003

**CONDITIONAL ASSIGNMENT OF TRADEMARKS**

This Conditional Assignment of Trademarks is dated as of this 30<sup>th</sup> day of March 2006 by and between Cains Foods, L.P., a Delaware limited partnership ("Cains") and Eastern Bank ("Secured Party").

WHEREAS, Cains is indebted to Secured Party under various promissory notes and other instruments of indebtedness (the "Indebtedness");

WHEREAS, Cains has granted a security interest in certain federally registered trademarks together with the goodwill associated therewith, to the Secured Party in order to secure the Indebtedness;

WHEREAS, the parties wish to file this conditional assignment of certain trademarks with the U.S. Patent and Trademark Office;

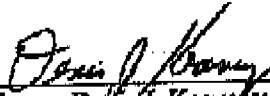
NOW THEREFORE, the parties hereto agree as follows:

1. Cains hereby grants to the Secured Party a security interest in, and conditionally assigns to Secured Party, those trademarks set forth in the attached Schedule A (the "Trademarks").
2. Secured Party hereby acknowledges that the within assignment is conditional only, and shall become an absolute assignment only upon Secured Party's exercise of its rights and remedies under its security agreement by and between Cains and Secured Party.
3. The address of Secured Party is:

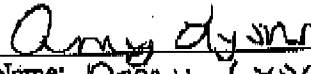
265 Franklin Street  
Boston, MA 02110

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized officers on the date first above written.

DEBTOR  
Cains Foods, L.P.  
By: DJK Foods, Inc., its General Partner

  
Name: Denis J. Keaveny  
Title: President

SECURED PARTY  
Eastern Bank

  
Name: Amy Lyons  
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 2<sup>nd</sup> day of March 2006, before me, the undersigned notary public, personally appeared Denis J. Keaveny, President of Cains Foods, L.P., proved to me through satisfactory evidence of identification, which was [check one] Actual photo identification;          credible witness; or          personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

  
Notary Public  
My commission expires: 5/25/09

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 30<sup>th</sup> day of March 2006, before me, the undersigned notary public, personally appeared Amy L... of Eastern Bank, proved to me through satisfactory evidence of identification, which was (check one): photo identification;            credible witness; or            personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My commission expires: 9/25/09

