



101567887

12-8-00

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

1. Name of conveying party(ies):

Jays Foods, L.L.C.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amendment of Patent, Trademark and License Mortgage

Execution Date: November 6, 2000

2. Name and address of receiving party(ies):

Name: LaSalle Bank National Association

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603-4105

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

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 registration number(s):

B. Trademark Application No.(s)

<u>76/113,897</u>	<u>76/040,187</u>
<u>76/113,894</u>	<u>75/852,767</u>
<u>76/050,720</u>	

C. Trademark Registration No.(s)

<u>2,319,866</u>	<u>1,813,933</u>
<u>2,097,218</u>	<u>1,030,200</u>
<u>1,896,346</u>	

Additional numbers attached? Yes  No

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

Name: David M. Neville

Internal Address: \_\_\_\_\_

Street Address: Jenner & Block

One IBM Plaza

City: Chicago State: IL ZIP: 60611

6. Total number of applications and registrations involved: \_\_\_\_\_

10

7. Total fee (37 CFR 3.41)..... \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

12/29/2000 DMSUYEN 00000302 100460 76113897

01 FC:401 40.00 CH  
02 FC:402 225.00 CH

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.

David M. Neville  
Name of Person Signing

[Signature]  
Signature

12/5/00  
Date

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

9

## AMENDMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE

This Amendment of Patent, Trademark and License Mortgage (this "PTL Amendment") is made as of this 6th day of November, 2000 by Jays Foods, L.L.C., a Delaware limited liability company, having an address at 825 East 99th Street, Chicago, Illinois 60628 ("Mortgagor"), and LaSalle Bank National Association, a national banking association, with its offices at 135 South LaSalle Street, Chicago, Illinois 60603-4105 ("Mortgagee") for itself and as successor to Comerica Bank – Illinois.

### W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee, as successor in interest to Comerica Bank – Illinois, are parties to that certain Patent Trademark and License Mortgage dated as of September 2, 1994, recorded in the U.S. Patent and Trademark Office at Reel 1219, Frames 060-075 (the "PTL Mortgage");

WHEREAS, the PTL Mortgage secures credit extended from time to time by Mortgagee to Mortgagor and grants to Mortgagee a security interest in Mortgagor's patents, patent applications, trademarks, trademark applications, tradenames, servicemarks, servicemark applications, goodwill and licenses (the "PTL Collateral");

WHEREAS, Mortgagee has granted to Mortgagor refinancing and replacement revolving credit evidenced by an Amended and Restated Loan and Security Agreement dated as of the date hereof providing for credit up to Twenty Million and No/100ths Dollars (\$20,000,000) in principal amount from time to time owing (the "Loan Agreement"; the obligations thereunder, whether now or hereafter owing by Mortgagor to Mortgagee, the "Obligations");

WHEREAS, Mortgagor has created or come into title of additional PTL Collateral as described herein and desires to record such additional PTL Collateral as subject to the mortgage lien and security interest of Mortgagee to secure the Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
2. Collateral. The PTL Mortgage is hereby amended to provide that in addition to the existing specifically identified PTL Collateral in which Mortgagee presently has a security interest, lien and mortgage pursuant to the PTL Mortgage, to secure the Obligations, Mortgagor hereby assigns, creates a security interest in and pledges to Mortgagee as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law

or by the specific license agreements, all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired trademarks, trademark registrations, trademark applications, tradenames and tradestyles, servicemarks, servicemark registrations and servicemark registration applications, including without limitation, those listed on the exhibits attached to the PTL Mortgage, and the additional trademarks, tradenames, servicemarks, registrations, and applications for registration listed on Exhibit A attached hereto and made a part hereof, and (a) all renewals and extensions thereof, (b) all income, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights, corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, servicemarks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this paragraph, are sometimes hereinafter referred to individually as a "Trademark" and collectively as the "Trademarks", and all licenses with respect to any of the trademarks, whether Mortgagor is a licensor or licensee under any such license agreement, and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks. All of the additional trademarks set forth in this agreement are additional Collateral for the Obligations. Their grant is governed by all of the terms and conditions of the PTL Mortgage as though set forth therein as specifically enumerated Collateral, and Mortgagee is entitled to the benefits, privileges and rights thereunder and appertaining thereto, and Mortgagor is subject to all of the Obligations, representations, warranties, conditions and terms thereof.

1. Acknowledgement. The parties hereto acknowledge that all the right, title and interest in and to the Obligations, the PTL Collateral and PTL Mortgage belongs to Mortgagee by operation of law and assignment pursuant to Mortgagee's successorship in interest of Comerica Bank - Illinois.

1. Reaffirmation. Except as amended hereby, the PTL Mortgage shall remain in full force and effect, and all of its terms and conditions shall be and remain binding on Mortgagor, its successors and assigns for the benefit of Mortgagee and its successors and assigns. Mortgagor acknowledges that it has no claims, offsets, or defenses to Mortgagee's rights under the PTL Mortgage and the PTL Collateral as amended hereby, and has not assigned any of the PTL Collateral described therein or herein or suffered to exist any adverse liens, security interests or claims thereto.

1. Governing Law/Jurisdiction. The provisions of governing law consent to forum, waivers, including survival of representations and further assurances set forth in the PTL Mortgage, the Loan Agreement and the Other Agreements continue in full force and effect and apply to this amendment as though set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this PTL Amendment in favor of Mortgagee as of the date first written above.

ATTEST:

JAYS FOODS/L.L.C.

Thomas A. Zwart  
Title: PRESIDENT

By: [Signature]  
Title: Chairman

Agreed and Accepted this  
6th day of November, 2000.

LA SALLE BANK NATIONAL ASSOCIATION

By: [Signature]  
Title: Vice President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

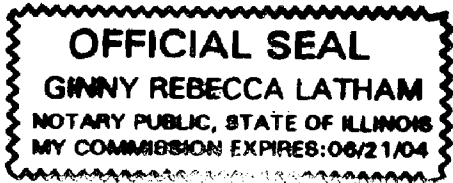
The foregoing Amendment of Patent, Trademark and License Mortgage was executed and acknowledged before me this 6<sup>th</sup> day of November, 2000, by T. E. HOWE and THOMAS A. ZWARTZ, personally known to me to be the CHAIRMAN Secretary and PRESIDENT, respectively, of Jays Foods, L.L.C., a Delaware limited liability company, on behalf of such corporation.

Ginny Rebecca Latham  
Notary Public

Cook County, Illinois

My Commission expires:

06/21/04



ACKNOWLEDGMENT

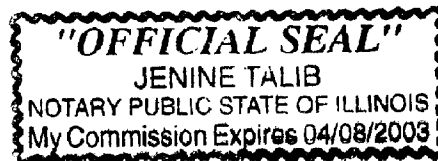
STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK     )       SS

The foregoing Amendment of Patent, Trademark and License Mortgage was executed and acknowledged before me this 6<sup>th</sup> day of November, 2000, by Casey J. Orlovski, personally known to me to be the Vice President of LaSalle Bank National Association.

November, 2000. GIVEN under my hand and notarial seal this 10<sup>th</sup> day of

Jenine Talib  
Notary Public

My Commission Expires:  
4/8/2003



**EXHIBIT A**

**Additional Trademarks and Collateral**

**United States**

**Federal Trademark Registrations and Applications**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>CLASS &amp; GOODS</u>	<u>STATUS</u>
JAYS FESTIDOS & DESIGN	76113897	08/22/2000	30 Tortilla chips, corn chips and salsa	Pending
JAYS FESTIDOS TORTILLA CHIPS & DESIGN	76113894	08/22/2000	30 Tortilla chips and corn chips	Pending
JAYS FESTIDOS	76050720	05/17/2000	30 Tortilla chips, corn chips and salsa	Pending
CAN'T STOP DIPPING 'EM	76040187	05/04/2000	30 Tortilla chips and corn chips	Pending
FESTIVOS	75852767	11/19/2000	30 Tortilla chips and corn chips	Pending

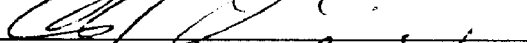
**MARK**

E-Z DIPPIN'S	<u>REG. NO.</u> 2319866	<u>REG. DATE</u> 02/15/2000	<u>CLASS &amp; GOODS</u> 29 Single serve snack in a tray consisting primarily of potato chips, and also containing French onion dip	<u>STATUS</u> Registered
O-KE-DOKE	2097218	09/16/1997	30 Single serve snack in a tray consisting primarily of tortilla chips and/or pretzels and also containing salsa or cheese, and/or mustard	Registered
CRANE	1896346	05/30/1995	30 Snacks, namely, processed popcorn and extruded corn snacks	Registered
HOT STUFF	1813933	12/28/1993	29 Potato chips	Registered
O-KE-DOKE	1030200	01/13/1976	30 Corn chips, corn puffs and popped popcorn	Registered
			30 Cheese flavored popcorn	Renewed

STATEMENT OF SUCCESSORSHIP

The undersigned LaSalle Bank National Association, as successor by merger to LaSalle Bank – Illinois which was formerly known as Comerica Bank - Illinois states and acknowledges (i) the validity of the within Amendment of Patent, Trademark and License Mortgage, (ii) the successorship in interest of LaSalle Bank National Association to all right, title and interest of Comerica Bank – Illinois in and to the Patent, Trademark and License Mortgage dated as of September 2, 1994 by Jays Foods, L.L.C., a Delaware limited liability company in favor of Comerica Bank – Illinois, recorded at Reel 1219, Frames 60-75 in the U.S. Patent and Trademark Office, and (iii) LaSalle Bank National Association's rights as Mortgagee thereunder, including the additional rights granted by the within Amendment of Patent, Trademark and License Mortgage.

LASALLE BANK NATIONAL ASSOICATION

By:   
Its: Vice Pres. & C.

November 6<sup>th</sup>, 2000