

08-13-2001



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Form PTO-1594 (Rev. 03.01) OMB No. 0651-0027 (Rev. 5/31/2002) Tab settings

REC: TI

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

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

1. Name of conveying party(ies): 2-6-01
Bernard Food Industries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement (See attached Exhibit A)
 Change of Name
 Other _____

Execution Date: August 2, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
(See attached Exhibit B)

B. Trademark Registration No.(s)
(See attached Exhibit B)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mr. Vance Liebman, Esq.
Internal Address: Levin & Funkhouser, Ltd.

Street Address: Suite 2410
55 West Monroe Street
City: Chicago State: IL Zip: 60603-5008

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41).....\$ 340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Steven Bernard, President [Signature] August 2, 2001
Name of Person Signing Signature Date

of Bernard Food Industries, Inc.

Total number of pages including cover sheet, attachments, and document: **7**

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

06/10/2001 DBYRNE 00000197 75507149
01 FC:481 40.00 00
02 FC:482 300.00 00

TRADEMARK REEL: 002345 FRAME: 0269

CONTINUATION OF ITEM 4 FROM PTO-1594 - RECORDATION OF ASSIGNMENT OF TRADEMARKS FROM
BERNARD FOOD INDUSTRIES, INC. TO LASALLE BANK NATIONAL ASSOCIATION**A. TRADEMARK APPLICATIONS**

	U.S. Pending Application Number	Application Date	Identification
1	Serial No. 75507149	6/23/1998	"Good Vibes"
2	Serial No. 75701135	5/7/1999	"Good Vibes"
3	Serial No. 75463991	4/7/1998	"Bernard Betacare"
4	Serial No. 75463990	4/7/1998	"Betacare Nutritional Supplement Drink Mix"
5	Serial No. 76041076	5/4/2000	"EdietShop.com"

B. REGISTERED TRADEMARKS

	U.S. Registration Number	Registration Date	Identification
1	No. 1286248	7/14/1984	"Calorie Control"
2	No. 1284505	7/3/1984	"Shapely Shake"
3	No. 1372887	11/26/1985	"Tex-Pro"
4	No. 1553118	8/22/1989	"Sweetie"
5	No. 1387214	3/25/1986	"Bernard"
6	No. 2060792	5/13/1997	"Bernard Thixx"
7	No. 1953042	1/30/1996	"Bernard Hola!"
8	No. 1285773	7/17/1984	"Diet-Trim 70"

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (the "Assignment") entered this 2nd day of August between **BERNARD FOOD INDUSTRIES, INC.** of 1125 Hartrey Avenue, Evanston, Illinois 60204, herein referred to as "Assignor," and **LASALLE BANK NATIONAL ASSOCIATION** of 135 South LaSalle Street, Chicago, Illinois 60603, herein referred to as "Assignee."

WITNESSETH

WHEREAS, Assignor has executed in favor of Assignee a Loan and Security Agreement of even date hereof (the "Loan Agreement") wherein Assignor, as Borrower, grants to Assignee, as Bank, a security interest in and to, and collaterally assigns to Assignee, all of Assignor's property, including any trademarks and the goodwill associated with such trademarks;

WHEREAS, Assignor has adopted and is using the marks listed on Schedule A, which have been registered in the United States Patent and Trademark Office ("USPTO") or have applications currently pending with the USPTO (the "Trademarks"), and Assignee is desirous of acquiring such Trademarks and the registrations and applications thereof as a secured interest and perfecting such secured interest;

NOW, THEREFORE, in consideration of any loan, advance, extension of credit and/or other financial accommodation at any time made by Assignee to or for the benefit of Assignor, and of the promises set forth in the Loan Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby assign to Assignee all rights, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, along with the registrations and applications thereof, the numbers of which are contained herein.

2. This Assignment is made as collateral security for any and all Borrower's Liabilities (as defined under the Loan Agreement") to Assignee, either now existing or that may hereafter arise between Assignor and Assignee.

3. This Assignment is made upon the express condition that if Assignee shall pay or cause to be paid to Assignee, its executors, administrators, personal representatives or assigns, all of Borrower's Liabilities as defined under the Loan Agreement as the same shall become due, then this Assignment shall be void and of no effect.

4. Assignee covenants that Assignee will not exercise either the right to use or license the Trademarks or to collect any royalty fees thereof until there has been default in any of the then existing Borrower's Liabilities as defined and secured by the Loan Agreement and secured by this Assignment.

IN WITNESS WHEREOF, this Collateral Assignment of Trademarks has been duly executed as of the day and year specified at the beginning hereof.

ASSIGNOR:

BERNARD FOOD INDUSTRIES, INC.

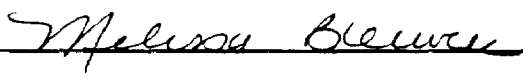
By: 

Print or Type Name: Steven Bernard

Its: President

ASSIGNEE:

LASALLE BANK NATIONAL ASSOCIATION

By: 

Print or Type Name: Melissa Bleiweis

Its: Vice President

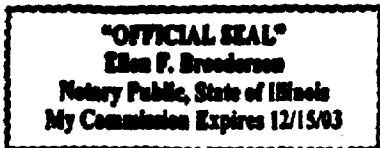
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, Ellen Broderick, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Steven Bernard, President of Bernard Food Industries, Inc., an Illinois corporation, personally known to me to be (or proved to me on the basis of satisfactory evidence) the same person whose name is subscribed to the foregoing Collateral Assignment of Trademark (the "Assignment") as such President, appeared before me this day in person and acknowledged that he is the President of Bernard Food Industries, Inc. that he signed, sealed and delivered the said Assignment in his authorized capacity and that by his signature on the Assignment, Bernard Food Industries, Inc. executed the Assignment for the purposes therein set forth.

GIVE UNDER MY HAND AND SEAL, this 2nd day of Aug, 2001.

Ellen F. Broderick
Notary Public



STATE OF ILLINOIS)
)
COUNTY OF Cook)

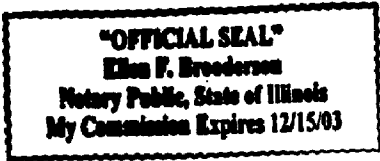
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ACKNOWLEDGMENT

I, Ellen F. Brodersen, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Melissa Bleiweis, Vice President of LaSalle Bank National Association, a national banking association, personally known to me to be (or proved to me on the basis of satisfactory evidence) the same person whose name is subscribed to the foregoing Collateral Assignment of Trademark (the "Assignment") as such Vice President, appeared before me this day in person and acknowledged that she is a Vice President of LaSalle Bank National Association that she signed, sealed and delivered the said Assignment in her authorized capacity and that by her signature on the Assignment, LaSalle Bank National Association executed the Assignment for the purposes therein set forth.

GIVE UNDER MY HAND AND SEAL, this 2nd day of July, 2001.

Ellen F. Brodersen
Notary Public





SCHEDULE A

A. TRADEMARK APPLICATIONS

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