

09-11-2002



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SHEET
ONLY

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

9/11/02

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

1. Name of conveying party(ies):
Linden Oaks Corporation 9-11-02

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

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

2. Name and address of receiving party(ies):
Name: JPMorgan Chase Bank, as Administrative Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York banking corporation

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 Change of Name
 Other _____

Execution Date: August 19, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached Continuation of Item Four

B. Trademark Registration No.(s)
See Attached Continuation of Item Four

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alison Winick, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue


City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 201

7. Total fee (37 CFR 3.41): \$5,040.00
 Enclosed
 Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Alison Winick, Esq.  9/10/02
Name of Person Signing Signature Date

09/11/2002 BYRNE 00000164 75336544
01 FC:481 40.00 00
02 FC:482 5000.00 00

Total number of pages including cover sheet, attachments, and documents: 17

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

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

App. No.	App. No.	App. No.	App. No.
75/336,544	76/384,694	76/270,832	76/212,409
75/417,706	76/384,695	76/202,255	76/366,578
76/364,373	76/193,614	76/078,258	76/366,577
75/923,163	76/110,436	76/239,168	76/366,576
76/143,289	76/350,318	76/341,276	76/083,858
76/032,064	76/242,287		

Reg. No.	Reg. No.	Reg. No.	Reg. No.
1,420,280	664,142	1,644,523	1,980,212
1,055,218	856,127	560,051	2,496,543
391,684	967,744	911,238	1,164,796
859,414	1,261,056	590,082	1,735,056
958,255	1,982,485	1,469,232	1,752,722
1,374,933	2,137,971	1,940,703	1,885,116
2,282,610	1,635,645	1,701,959	664,168
1,374,089	989,064	533,545	2,096,811
572,104	216,389	644,523	213,414
982,708	2,078,057	1,522,782	1,874,021
1,087,410	532,325	2,162,115	1,034,423
1,138,862	1,752,721	746,301	1,265,161
664,141	827,236	1,445,394	1,961,895
1,980,895	1,236,623	2,171,064	2,071,490
2,135,055	1,353,300	966,656	1,467,972
284,641	833,024	990,950	2,115,223
1,251,304	1,612,205	2,000,418	1,064,986

Reg. No.	Reg. No.	Reg. No.	Reg. No.
700,259	1,504,147	1,176,391	1,394,230
872,271	1,504,148	571,162	572,441
1,630,214	1,776,669	1,809,437	2,152,807
1,364,719	1,923,925	1,309,260	384,355
2,009,560	564,768	798,867	592,509
2,020,238	1,713,951	1,435,860	831,933
1,269,405	1,000,393	1,386,171	1,022,766
1,271,985	552,150	2,188,132	1,188,837
1,039,344	1,060,421	2,169,981	749,255
1,220,200	2,084,587	2,171,633	746,304
1,468,571	753,805	2,263,679	2,098,838
1,060,422	1,174,418	2,169,982	2,132,331
1,413,520	2,552,159	1,249,163	1,610,682
722,665	2,272,425	964,325	1,131,432
1,294,687	1,055,685	1,830,459	1,276,456
1,242,240	1,438,084	825,395	866,525
325,372	1,015,887	1,319,655	1,274,455
713,937	971,966	1,819,100	1,670,404
803,516	1,797,996	547,472	876,152
1,760,754	1,901,279	1,151,153	1,426,706
2,173,525	846,358	2,204,283	2,250,503
828,287	1,393,418	2,417,899	220,524
1,507,380	2,108,628	1,120,125	838,014
726,777	1,197,083	1,374,102	974,665
2,502,329	2,032,498	873,169	1,054,424
1,454,512	1,455,588	873,170	1,846,888
1,727,878	2,240,123	1,196,365	708,158
1,171,523	1,217,727	1,995,261	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 19, 2002 is made by Linden Oaks Corporation, a Delaware corporation (the "Obligor"), in favor of JPMorgan Chase Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, Agrilink Holdings Inc., a Delaware corporation and parent of the Borrower, the Lenders, the Agent, Harris Trust and Savings Bank and U.S. Bank National Association, as Co-Documentation Agents, and Bank of America, N.A., as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Borrower have executed and delivered a Collateral Agreement, dated as of August 19, 2002 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LINDEN OAKS CORPORATION

By: 

Name:

Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____

Name:

Title:

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

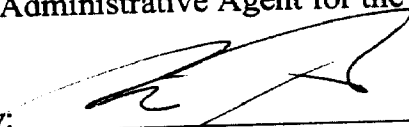
LINDEN OAKS CORPORATION

By: _____

Name:

Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By:  _____

Name: **Robert Anastasio**

Title: **Vice President**

STATE OF NEW YORK
) ss
COUNTY OF NEW YORK

On the 19th day of August, 2002, before me personally came David M. Mehalick who is personally known to me to be the Assistant Secretary of Linden Oaks Corporation, a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARILYN COHEN
Notary Public, State of New York
No. 01CC6026205
Qualified in Queens County
Commission Expires April 11, 2006

Marilyn Cohen
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF N.Y)

On the 19 day of August, 2002, before me personally came Robert Anastasio who is personally known to me to be the Vice President of JPMorgan Chase Bank, a New York corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

ROSE O'CONNOR
NOTARY PUBLIC, State of New York
No. 31-4750801
Qualified in New York County
Commission Expires October 31, 2005

Rose O'Connor
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

See Attached.

SCHEDULE A**U.S. Trademark Applications**

Title	Status	App. No.
AGRILINK FOODS	Pending	75/336,544
AGRILINK FOODS A PROCESSING AND MARKETING COOPERATIVE AND DESIGN	Pending	75/417,706
ASIS	Pending	76/364,373
BIRDS EYE FRESH	Pending	75/923,163
DESIGN ONLY	Pending	76/143,289
DOS PICOS	Pending	76/032,064
EDGY VEGGIE	Pending	76/384,694
EDGY VEGGY	Pending	76/384,695
FARMER OWNED, PROUDLY GROWN	Pending	76/193,614
FLAVOR DESTINATIONS	Pending	76/110,436
HEARTY SPOONFULS	Pending	76/350,318
OVEN ROASTERS	Pending	76/242,287
PICCADILLY	Pending	76/270,832
RECIPE STARTER KIT	Pending	76/202,255
SIMPLY GRILLIN'	Pending	76/078,258
SQUEEZLE SAUZ	Pending	76/239,168
SWEET 'N SASSY	Pending	76/341,276
THANK YOU	Pending	76/212,409
VEGGIE WEDGEES	Pending	76/366,578
VEGGIE WEDGIES	Pending	76/366,577
VEGGIE WEGGIES	Pending	76/366,576
WILDERNESS AND DESIGN	Pending	76/083,858

U.S. Trademark Registrations

Title	Status	Reg. No.
ANY TIME	Registered	1,420,280
APPLE•KEG	Renewed	1,055,218
APPLE•KEG	Registered	391,684
BERNSTEIN	Renewed	859,414
BERNSTEIN AND DESIGN	Renewed	958,255
BERNSTEIN'S	Registered	1,374,933
BERNSTEIN'S AND DESIGN	Registered	2,282,610
BERNSTEIN'S B AND DESIGN	Registered	1,374,089
BETTY ZANE	Renewed	572,104
BIG CHUNK	Renewed	982,708
BIG CHUNK	Renewed	1,087,410
BIG CHUNK	Renewed	1,138,862
BIRDS EYE	Renewed	664,141
BIRDS EYE	Registered	1,980,895
BIRDS EYE	Registered	2,135,055
BIRDS EYE AND DESIGN	Renewed	284,641
BIRDS EYE AND DESIGN	Renewed	664,142
BIRDS EYE AND DESIGN	Renewed	856,127
BIRDS EYE AND DESIGN	Renewed	967,744
BIRDS EYE AND DESIGN	Registered	1,261,056
BIRDS EYE AND DESIGN	Registered	1,982,485
BIRDS EYE AND DESIGN	Registered	2,137,971
BLEVINS	Renewed	1,635,645
BLUEBOY	Renewed	989,064
BONNY LASS AND DESIGN	Renewed	216,389
BORDER BLASTERS	Registered	2,078,057

Title	Status	Reg. No.
BROOKS	Renewed	532,325
BROOKS	Registered	1,752,721
BROOKS AND FANCIFUL B AND DESIGN	Renewed	827,236
BUTTERFLAKE	Registered	1,236,623
CBX	Registered	1,353,300
CHAMPION	Renewed	833,024
CHEESE FANTASTICO!	Renewed	1,644,523
CHILL-RIPE	Renewed	560,051
COL-R-CORN	Renewed	911,238
COLUMBIA	Renewed	590,082
COLUMBIA	Registered	1,469,232
COLUMBIA	Registered	1,940,703
COLUMBIA RIVER	Registered	1,701,959
COMSTOCK	Renewed	533,545
COMSTOCK	Renewed	644,523
COMSTOCK AND DESIGN	Registered	1,522,782
COMSTOCK AND DESIGN	Registered	2,162,115
CORN PLEEZERS	Renewed	746,301
CORTLAND VALLEY	Registered	1,445,394
COUNTRY CAFÉ	Registered	2,171,064
COUNTRY HARVEST	Registered	966,656
COUNTRY HARVEST	Registered	990,950
CRANBERRY CLASSICS	Registered	1,980,212
CURTICE BURNS FOODS AN AGRILINK BUSINESS AND DESIGN	Registered	2,496,543
DESIGN ONLY	Renewed	1,164,796
DESIGN ONLY	Registered	1,735,056
DESIGN ONLY	Registered	1,752,722
DESIGN ONLY	Registered	1,885,116

Title	Status	Reg. No.
DINER	Renewed	664,168
DINNER MAKEOVER	Registered	2,096,811
DOLLY MADISON	Renewed	213,414
EASY RECIPE	Registered	1,874,021
EMPIRE STATE	Renewed	1,034,423
EMPIRE STATE	Registered	1,265,161
FAJITA SUPERBA	Registered	1,961,895
FAMILY RECIPE	Registered	2,071,490
FLP AND DESIGN	Registered	1,467,972
FOIL-LOCK PROTECTS FLAVOR AND DESIGN	Registered	2,115,223
FREEDOM COLA	Registered	1,251,304
FRESHLIKE	Renewed	700,259
FRESHLIKE	Renewed	872,271
FRESHLIKE	Renewed	1,630,214
FRESHLIKE F AND DESIGN	Registered	1,364,719
FRESHLIKE PASTA COMBO'S	Registered	2,009,560
FRESHLIKE PASTA COMBO'S	Registered	2,020,238
FRESH-LITE	Registered	1,269,405
FRESHTASTE	Registered	1,271,985
FRU-D-LITE	Renewed	1,039,344
FRUIT COUNTRY	Registered	1,220,200
GARDEN CLASSICS	Registered	1,468,571
GLOBE	Renewed	1,060,422
GOLD COAST	Registered	1,413,520
GOLD KING	Renewed	722,665
GOLD KING	Registered	1,294,687
GOOD WOK	Registered	1,242,240
GREEN BAY	Renewed	325,372

Title	Status	Reg. No.
GREENWOOD	Renewed	713,937
HALEY'S AND DESIGN	Renewed	803,516
HEART OF THE EAR	Registered	1,760,754
HERB GARDEN	Registered	2,173,525
HONEY SWEET	Renewed	828,287
HUNGER BLASTER	Registered	1,507,380
HUSMAN'S	Renewed	726,777
HUSMAN'S HUSMAN SNACK FOODS AN AGRILINKBUSINESS AND DESIGN	Registered	2,502,329
IXL	Registered	1,454,512
JALAPENO HOT AND DESIGN	Registered	1,727,878
JUST FOR CHILI	Renewed	1,612,205
LA RESTAURANTE AND DESIGN	Registered	1,504,147
LA RESTAURANTE AND DESIGN	Registered	1,504,148
LA RESTAURANTE AND DESIGN	Registered	1,776,669
LA RESTAURANTE AND DESIGN	Registered	1,923,925
LARSEN	Renewed	564,768
LIGHT FANTASTIC	Registered	1,713,951
LITTLE EARS	Renewed	1,000,393
LUMBER JACK	Renewed	552,150
MAINZER'S AND DESIGN	Renewed	1,060,421
MAKIN' IT EASY	Registered	2,084,587
MANCHESTER	Renewed	753,805
MARINERS COVE	Renewed	1,174,418
MCKENZIE'S	Registered	2,552,159
MEALS FOR NOW	Registered	2,272,425
METRO	Renewed	1,055,685
MICRO QWIK	Registered	1,438,084
NALLEY	Renewed	1,015,887

Title	Status	Reg. No.
NALLEY AND DESIGN	Renewed	971,966
NALLEY AND DESIGN	Registered	1,797,996
NALLEY AND DESIGN	Registered	1,901,279
NANCY HANKS	Renewed	846,358
NATURALLY GOOD	Registered	1,393,418
NATURALLY GOOD	Registered	2,108,628
OLD FASHIONED ITALIANO	Registered	1,197,083
ORIENTAL BASICS	Registered	2,032,498
PACKERS PRIDE	Registered	1,455,588
PASTA COMBO'S	Registered	2,240,123
PASTA SECRETS	Registered	2,000,418
PIXIE	Renewed	1,176,391
POPS-RITE	Renewed	571,162
POPS-RITE	Registered	1,809,437
PUFF-N-CORN	Registered	1,309,260
R AND DESIGN	Renewed	798,867
RANCHO FIESTA	Registered	1,435,860
RANCHO FIESTA STYLE AND DESIGN	Registered	1,386,171
REAL APPLE CINNAMON TOPPERS	Registered	2,188,132
REAL BLUEBERRY TOPPERS	Registered	2,169,981
REAL CHERRY TOPPERS	Registered	2,171,633
REAL FRUIT. REAL FAST. REAL EASY.	Registered	2,263,679
REAL STRAWBERRY TOPPERS	Registered	2,169,982
RESTAURANT RECIPE	Registered	1,249,163
RIVIERA	Renewed	964,325
RIVIERA	Registered	1,830,459
ROSE CROIX	Renewed	825,395
SAVOROL	Registered	1,319,655

Title	Status	Reg. No.
SAVOROL	Registered	1,819,100
SILVER FLOSS	Renewed	547,472
SILVER FLOSS AND DESIGN	Renewed	1,151,153
SIXPENCE	Registered	2,204,283
SNYDER OF BERLIN AN AGRILINK BUSINESS AND DESIGN	Registered	2,417,899
SOUTHERN FARMS	Renewed	1,120,125
SOUTHERN FARMS	Registered	1,374,102
SOUTHLAND	Renewed	873,169
SOUTHLAND	Renewed	873,170
SUNBRITOS	Registered	1,196,365
SUPER POP	Renewed	1,064,986
TABLE PRIDE	Registered	1,394,230
TANG	Registered	572,441
TANG	Registered	2,152,807
THANK YOU	Renewed	384,355
THANK YOU	Renewed	592,509
THANK YOU	Renewed	831,933
THANK YOU	Renewed	1,022,766
THANK YOU	Registered	1,188,837
THANK YOU AND DESIGN	Renewed	749,255
THANK YOU M AND DESIGN	Renewed	746,304
THE FRESH LOOK FOR VEGETABLES	Registered	2,098,838
TIM'S CASCADE	Registered	2,132,331
TIM'S CASCADE STYLE POTATO CHIPS	Renewed	1,610,682
TOP'S	Renewed	1,131,432
TROPICAL ISLE AND DESIGN	Registered	1,276,456
VEG-ALL	Renewed	866,525
VEG-ALL	Registered	1,274,455

Title	Status	Reg. No.
VEG-ALL	Renewed	1,670,404
VEG-CREST	Renewed	876,152
VICTOR	Registered	1,426,706
WAKE UP AND TASTE THE FRUIT	Registered	2,250,503
WEST BAY	Renewed	220,524
WEST BAY	Renewed	838,014
WEST BAY	Renewed	974,665
WEST BAY	Renewed	1,054,424
WHERE OTHERS SKIMP, WE SPLURGE	Registered	1,846,888
WILDERNESS	Renewed	708,158
WILDERNESS	Registered	1,171,523
WILDERNESS	Registered	1,217,727
WINE COUNTRY	Registered	1,995,261