



ATTACHMENT 1  
to  
Agreement  
(Trademark)

**Item A. Trademarks**

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	JELLYBEANS	1,982,871	June 25, 1996
Australia	JELLYBEANS	722,898	
EU	JELLYBEANS	20081	
Argentina	JELLYBEANS	2062359	
Japan	JELLYBEANS	141204/96	

**AGREEMENT  
(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of May 8, 1998 (this "**Agreement**"), between MINNETONKA BRANDS, INC., a Minnesota corporation ("**Borrower**"), and FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership ("**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to a Secured Credit Agreement dated as of December 29, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Secured Credit Agreement**"), between Borrower and Lender, Lender has extended Commitments to make Loans to Borrower; and

WHEREAS, in connection with the Secured Credit Agreement, Borrower has executed and delivered to Lender a Security Agreement, dated as of December 29, 1997 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "**Security Agreement**"); and

WHEREAS, as a condition precedent to the making of the Loans under the Secured Credit Agreement, Borrower is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Borrower 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 Lender to continue to make the Loans to Borrower pursuant to the Secured Credit Agreement, Borrower agrees, for the benefit of Lender, 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 Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, Borrower does hereby mortgage, pledge and grant to Lender a continuing security interest in, all of the following property (the "**Trademark Collateral**"), whether now or hereafter owned, acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks,

collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding anything contained in this Section 2 to the contrary, Borrower does not grant a security interest in any Trademark or Trademark registration, or any Trademark license which is subject to an agreement, the terms of which expressly prohibit the granting of a security interest therein (but Borrower does grant a security interest in any cash proceeds and accounts of Borrower derived upon sale or transfer of any such Trademark, Trademark registration or Trademark license), unless and until the consent of the applicable party thereunder to such grant of a security interest shall have been obtained.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Borrower's expense, execute and deliver

to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Effect. This Agreement is in addition to, and not in substitution of, any other trademark security or similar agreement which shall have been executed and delivered by Borrower to Lender.

[remainder of this page intentionally left blank]

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.

MINNETONKA BRANDS, INC., a Minnesota corporation

By: 

Larry J. Wilhelm  
President

7665 Commerce Way  
Eden Prairie, Minnesota 55344  
Attention: Mr. Larry J. Wilhelm  
Telecopy: (612) 949-6418  
Telephone: (612) 949-6415

FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership, as Lender

By: First Source Financial, Inc.,  
a Delaware corporation, its Agent/  
Manager

By: 

Edward A. Szarkowicz  
Vice President

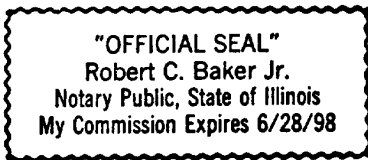
Address:

2850 West Golf Road  
5th Floor  
Rolling Meadows, IL 60008

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )     SS.

I, Robert C. Baker Jr., a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Larry J. Wilhelm personally known to me to be President of MINNETONKA BRANDS, INC., a Minnesota corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of May, 1998.



Robert C. Baker Jr.  
Notary Public

My Commission Expires:  
6/28/98

