

10-19-1998

Form PTO-1594 (Rev. 6-93)

RE

OMB No. 0651-0011 (exp. 4/94)



FRONT SHEET  
JLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents

100855012

attached original documents or copy thereof.

1. Name of conveying party(ies):  
Anchor Food Products, Inc.

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

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

2. Name and address of receiving party(ies):  
Name: Bank One, Wisconsin (for the benefit of itself and other lenders) COPY/FINANCE

Street Address: 111 East Wisconsin Avenue

City: Milwaukee State: Wisconsin Zip: 53202

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporate-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

3. Nature of conveyance: MRO  
10-13-98

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

Execution Date: September 24, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
(See attached list)

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

Additional numbers attached?  Yes  No

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

Name: Marta S. Levine

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

Street Address: Quarles & Brady  
411 East Wisconsin Avenue  
 City: Milwaukee State: Wisconsin Zip: 53202

6. Total number of applications and registrations involved: 47

7. Total Fee (37 CFR 3.41) .....\$ 1190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
17-0055

(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.*

Marta S. Levine                      Marta Levine                      October 7, 1998  
 Name of person signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 12

10/16/1998 SBURNS 00000031 170055 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231

01 FC:481 40.00 CH  
 02 FC:482 1150.00 CH

Conveying Party: Anchor Food Products, Inc.  
Receiving Party: Bank One, Wisconsin (for the benefit of  
itself and other lenders)  
Conveyance: Security Interest

### U.S. Trademark Registrations

Mark	Reg. No.	Issue Date
THE BEST TO BEGIN WITH!	1,388,442	04/01/86
STATE OF THE ART WISCONSIN CHEESE and Design	1,389,259	04/08/86
A CASE OF THE MUNCHEEZ and Design	1,390,981	04/22/86
ANCHOR and Design	1,419,350	12/02/86
SELL 'EM BY THE FOOT	1,736,844	12/01/92
FOOT-O-RINGS	1,736,845	12/01/92
JALAPENO POPPERS	1,788,303	08/17/93
JAMMIN' WITH THE RED HOTS!	1,852,512	09/06/94
MOZZA POPPERS (Stylized)	1,895,208	05/23/95
POPPER TIME	1,895,210	05/23/95
STUFFED TADO POPPERS	1,900,788	06/20/95
WE'VE TAMED THE WILD CHILES...	1,905,770	07/18/95
POPPER JAMM	1,908,676	08/01/95
RED HOT CHILE POPPERS	1,922,248	09/26/95
WILD CHILES	1,923,855	10/03/95

Conveying Party: Anchor Food Products, Inc.  
Receiving Party: Bank One, Wisconsin (for the benefit of  
itself and other lenders)  
Conveyance: Security Interest

WILD CHILES and Design	1,932,597	11/07/95
TEXAS TOOTHPICKS	1,993,955	08/13/96
RED HOT FIRESTICKS	2,084,536	07/29/97
CHILLENOS	2,095,790	09/09/97
TEXAS FIRESTICKS	2,105,746	10/14/97
JALAPENO SCREAMERS	2,178,817	08/04/98
BREW BUDDIES	2,179,519	08/04/98
SPRING STICKS	2,182,724	08/18/98

Conveying Party: Anchor Food Products, Inc.  
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itself and other lenders)  
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**U.S. Trademark Applications**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
SPICE 'N ICE	74/642,054	03/06/95
CHEEZY SPUD POPPERS	74/684,169	06/05/95
JALA-TWISTERS	74/728,865	09/14/95
CHICKEN PARMESAN POPPERS	75/013,938	11/02/95
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QUESO SHRIMP POPPERS	75/103,788	05/14/96
APPASALAD	75/135,647	07/17/96
Design Only	75/199,362	11/18/96
FILL-A-BUSTERS	75/201,014	11/20/96
APPAEXPRESS	75/275,807	04/15/97
CANYON SWEETS	75/292,796	05/15/97
BERRIES INFERNO	75/292,797	05/15/97
HAPPY HOUR IN THE DELI	75/324,863	07/15/97
APPAROLLZ	75/340,959	08/14/97
WRAPPATIZER'S	75/341,167	08/14/97
Hot Pepper Design	75/352,544	09/05/97

Conveying Party: Anchor Food Products, Inc.  
Receiving Party: Bank One, Wisconsin (for the benefit of  
itself and other lenders)  
Conveyance: Security Interest

SPIN DIPPERS	75/384,375	11/04/97
QUICK DIPS	75/430,036	02/06/98
ANCHOR CRISP	75/430,375	02/06/98
TAVERN PLANK	75/493,480	05/29/98
SPIN-ATTIZERS	75/501,479	06/23/98
SPIN-IDEAS	75/507,391	06/23/98
SPIN-QUESADILLAS	75/507,498	06/23/98
LAGER CREEK	75/531,611	08/05/98

**FIRST AMENDMENT TO  
GENERAL INTANGIBLES MORTGAGE AND  
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT (the "First Amendment"), dated as of September 25, 1998, amends the General Intangibles Mortgage and Security Agreement dated as of December 27, 1996 (the "Intangibles Mortgage") by and between ANCHOR FOOD PRODUCTS, INC. (the "Mortgagor") and BANK ONE, WISCONSIN ("Bank One").

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Intangibles Mortgage.

2. Amendments. The parties hereby agree to amend the Intangibles Mortgage as follows:

(a) The preamble of the Intangibles Mortgage is deleted in its entirety and the following is inserted in its place:

"THIS GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT (the "Intangibles Mortgage") is entered into as of the 27th day of December, 1996 by and between ANCHOR FOOD PRODUCTS, INC. (the "Mortgagor") and BANK ONE WISCONSIN ("Bank One" or the "Agent"), as Agent for itself and the several lenders (the "Lenders") (the Agent and the Lenders are sometimes collectively referred to herein as the "Mortgagees") from time to time parties to that certain Credit Agreement dated as of September 25, 1998 by and among the Mortgagor, the Agent, the Lenders and others (as the same may be modified, amended, or supplemented from time to time, the "Loan Agreement")."

(b) The first Recital clause of the Intangibles Mortgage is deleted in its entirety and the following is inserted in its place:

"WHEREAS, Mortgagor, Mortgagees and others are parties to the Loan Agreement;"

(c) The signature block for Bank One (other than the "By" and "Title" lines) is deleted in its entirety and the following is inserted in its place:

"BANK ONE, WISCONSIN, for the benefit of itself and the several Lenders from time to time parties to the Loan Agreement"

(d) Exhibit B to the Intangibles Mortgage is deleted in its entirety and replaced with Exhibit B attached to this First Amendment.

3. Conditions Precedent. This First Amendment shall become effective on the date that the Agent shall have received this First Amendment, duly executed by an authorized representative of the Mortgagor and the Agent.

4. Representations and Warranties. The Mortgagor certifies that the representations and warranties contained in the Intangibles Mortgage are true and correct as of the date of this First Amendment, and that, after giving effect to the transactions contemplated by this First Amendment, no condition, event, act or omission has occurred which would constitute a default or Event of Default under the Intangibles Mortgage.

5. Full Force and Effect. Except as provided herein, all of the terms and conditions set forth in the Intangibles Mortgage, and all additional documents entered into in connection with the Intangibles Mortgage, shall remain unchanged and shall continue in full force and effect as originally set forth.

6. Binding Effect. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE DELIBERATELY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to General Intangibles Mortgage and Security Agreement as of the date first set forth above.

ANCHOR FOOD PRODUCTS, INC.

By: Thomas Tranetzki  
Title: VP-CFO

BANK ONE, WISCONSIN, for the benefit of itself and the several lenders from time to time parties to the Loan Agreement

By: A. F. Maggiore  
Title: Vice President

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

This 24<sup>th</sup> day of September, 1998, before me personally came the above-named Thomas Tranetzki, to me personally known as the VP-CFO of Anchor Food Products, Inc., the individual who executed the foregoing First Amendment to General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Anchor Food Products, Inc., for the purposes therein set forth.

David J. Baum  
Notary Public: Milwaukee County  
My commission: is permanent

STATE OF WISCONSIN

COUNTY OF MILWAUKEE

This 24<sup>th</sup> day of September, 1998, before me personally came the above-named Anthony F. Maggiore of Bank One, Wisconsin, the individual who executed the foregoing First Amendment to General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Bank One, Wisconsin for the purposes therein set forth.

David J. Baum  
Notary Public: Milwaukee County  
My commission: is permanent



EXHIBIT B  
LIST OF TRADEMARKS, TRADE NAMES, SERVICE MARKS  
AND APPLICATIONS FOR REGISTRATIONS OF TRADEMARKS, TRADENAMES  
AND SERVICE MARKS

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WILD CHILES	1,923,855	10/03/95

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**TRADEMARK  
REEL: 1800 FRAME: 0866**

WILD CHILES and Design	1,932,597	11/07/95
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TRADEMARK  
REEL: 1800 FRAME: 0868

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SPIN-QUESADILLAS	75/507,498	06/23/98
LAGER CREEK	75/531,611	08/05/98

QBMKE\4244402.1

**RECORDED: 10/13/1998**

**TRADEMARK  
REEL: 1800 FRAME: 0869**