

03-05-1999

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BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, DC 20503  
Please record and index the attached original documents or copy thereof.

MPP 3-1-99

1. Name of conveying party(ies): J & B Wholesale Distributing, Inc.  
State of Minnesota Corporation

2. Name and address of receiving party(ies):  
Name: Frez-R-Pak, Inc.  
Address: 207 Mariner Court  
City: Bayport State: MN Zip: 55003

3. Nature of Conveyance: Trademark Security Agreement  
Execution Date: December 18, 1998

Type of Company: Corporation  
Corporation-State: Minnesota

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,601,126 and 2,164,808  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Timothy M. Kelley  
Michael Best & Friedrich LLP  
Suite 3300  
100 East Wisconsin Avenue  
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00  
 Enclosed  
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

03/03/1999 DCDATES 00000116 1601126

01 FC:481 40.00 OF  
02 FC:482 25.00 OF

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.

Timothy M. Kelley  
Name of Person Signing

Timothy M. Kelley  
Signature

2.26.99  
Date

Total number of pages including cover sheet, attachments, and document: 5

United States Postal Service Express Mail Mailing Label No. EL186632512US

cc: Docketing

TRADEMARK SECURITY AGREEMENT

DATED: December 18, 1998

DEBTOR:

J & B Wholesale Distributing, Inc.  
13200 43<sup>rd</sup> Street NE  
St. Michael, MN 55376  
T.I.N. 41-1356463

SECURED PARTIES:

Frez-R-Pak, Inc.  
Michael Trudeau  
207 Mariner Court  
Bayport, MN 55003-1705

1. Security Interest and Collateral. To secure the obligation of Debtor to Secured Parties described in Section 2 of the Third Amendment to Production/Distribution/Royalty Agreement among Debtor and Secured Parties dated as of the date hereof and any extensions, renewals or replacements thereof (the "Obligations"), Debtor hereby grants Secured Parties a security interest (the "Security Interest") in the property described on Exhibit 1 attached hereto together with all substitutions and replacements therefor and products and proceeds thereof (the "Collateral").

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

- (a) Debtor is a corporation.
- (b) The Collateral will be used primarily for business purposes.
- (c) Debtor's chief executive office is located at the address of Debtor shown at the beginning of this Agreement.
- (d) Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Parties.
- (e) Debtor will from time to time execute such financing statements as Secured Parties may reasonably require in order to perfect the Security Interest.
- (f) Debtor will not use any Collateral for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
- (g) Debtor will inform Secured Parties of any change to Debtor's name or address prior to the effective date of such change and execute and deliver to Secured Parties any financing statement that is necessary as a result of that change.

3. Remedies upon Default. If Debtor shall not pay any of the Obligations within 30 days of when due or shall fail to perform any of its covenants under this Agreement within 30 days after demand by Secured Parties, Secured Parties may exercise any one or more of the following rights and remedies: (i) declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, without presentment of other notice or demand; (ii) exercise and enforce any or all rights and remedies available upon default to a secured party under the Uniform Commercial Code, including the right to sell, lease or otherwise dispose of any or all of the Collateral, and if notice to Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 calendar days prior to the date of intended disposition or other action; (iii) exercise or enforce any or all other rights or remedies available to Secured Parties by law or agreement against the Collateral.

4. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged and the Security Interest can be released, only explicitly in a writing signed by a Secured Party. A waiver signed by a Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Parties' rights or remedies. All rights and remedies of Secured Parties shall be cumulative and may be exercised singularly or concurrently. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Parties' records. Secured Parties shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Parties and their respective heirs, representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Parties. Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effects as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the State of Minnesota. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

J & B Wholesale Distributing, Inc.

FREZ-R-PAK, Inc.

By Robert Hagen  
Its PRESIDENT

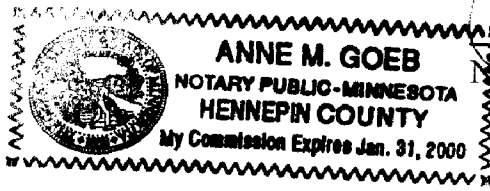
Michael Trudeau  
By Michael Trudeau  
Its President

Michael Trudeau  
Michael Trudeau

STATE OF MINNESOTA )  
) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me on December 18, 1998, by Robert Hagen, the President of J & B Wholesale Distributing, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Anne M. Goeb  
Notary Public



**EXHIBIT 1**

**DESCRIPTION OF COLLATERAL**

NO NAME STEAKS – U.S. Patent and Trademark Office  
Reg. No. 1,601,126  
Issued June 12, 1990

State of Minnesota  
Reg. No. 15732  
Issued February 21, 1990

State of Minnesota  
Reg. No. 15733  
Issued February 21, 1990

LO CHOL State of Minnesota  
Reg. No. 15631  
Issued January 23, 1990

State of Minnesota  
Reg. No. 15632  
Issued January 23, 1990

FREZ-R-PAK State of Minnesota  
Reg. No. 15627  
Issued January 23, 1990

State of Minnesota  
Reg. No. 15628  
Issued January 23, 1990

NO NAME U.S. Patent and Trademark Office  
Reg. No. 2,164,808  
Issued June 9, 1998