

04-26-1999

RECORDATION COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101018975

The Delicious Brands, Inc.

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

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

3. Nature of conveyance:

- ☒ Collateral Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: March 24, 1999

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

A. Trademark Application No.(s): 75/284,486; 74/643,270;
74/666,142; 75/499,377; 75/361,740; 75/243,717; 75/508,874 and
75/565,195

2. Name and address of receiving party(ies)

Name: U.S. Bancorp Republic Commercial Finance, Inc.

Internal Address: _____

Street Address: 2338 Central Avenue N.E., Suite 200City: Minneapolis State: Minnesota ZIP: 55418

- ☐ Individual(s) _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Minnesota
☐ 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

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

B. Trademark Registration No.(s): 1,582,820; 1,546,643;
1,648,257; 1,640,703; 1,618,960; 1,561,226; 1,612,252
(Continued on attached sheet)Additional numbers attached? ☒ Yes ☐ No

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

Name: Devan V. PadmanabhanInternal Address: Dorsey & Whitney LLPPillsbury Center SouthStreet Address: 220 South Sixth StreetCity: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: _____

61

7. Total fee (37 CFR 3.41). \$ 1,540.00☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1420

(Attach duplicate copy of this page if paying by deposit account)

04/28/1999 DNGUYEN 00000241 1648257

01 F:481
02 F:48240.00 OP
1500.00 OP

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.

Devan V. Padmanabhan
Name of person SigningDevan V. Padmanabhan
Signature (Reg. No. 38,262)Apr. 8, 1999
Date

Total number of pages comprising cover sheet:

2

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

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Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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TRADEMARK
REEL: 1881 FRAME: 0296

Continuation of Box 4B.

4B. Trademark Registration No.(s):

1,400,783	865,885
1,861,521	810,508
1,859,230	1,866,524
1,555,978	809,349
1,868,948	2,132,678
1,520,007	810,843
1,929,849	2,106,597
2,046,396	2,085,100
439,154	1,849,726
1,188,855	1,849,725
434,589	1,795,175
1,179,423	1,849,727
922,608	1,849,728
177,169	1,853,242
1,867,742	808,624
607,363	1,218,575
080,860	652,140
836,408	2,071,628
836,407	1,949,533
834,843	2,211,961
841,713	2,187,261
858,047	1,742,432
845,572	1,914,236

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated effective as of March 24, 1999 is by and between THE DELICIOUS ~~FROOKIE~~ ^{Brand} ~~COMPANY~~ ^{Inc.}, a Delaware corporation (the "Assignor"), and U.S. BANCORP REPUBLIC COMMERCIAL FINANCE INC. f/k/a REPUBLIC ACCEPTANCE CORPORATION, a Minnesota corporation (the "Assignee").

WITNESSETH

WHEREAS, the Assignor and the Assignee have entered into a Financing and Security Agreement dated as of November 27, 1996 (the "Credit Agreement") and as amended by the First Amendment to Financing Agreement, pursuant to which the Assignee has agreed to extend certain Financing accommodations to the Assignor under the terms and conditions set forth therein (unless otherwise defined herein, all capitalized terms used herein shall have the meaning given such terms in the Financing Agreement);

WHEREAS, the Assignor has, pursuant to the Financing Agreement, pledged and granted to the Assignee a security interest in the property described therein, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets;

WHEREAS, the Assignor owns certain businesses which have adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, in order to induce the Assignee to enter into the Financing Agreement and extend the Financing accommodations to the Assignor thereunder, and in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Assignor to the Assignee of every kind, nature or description under the Financing Agreement, including the Assignor's obligation on any promissory note or notes under the Financing Agreement and any note or notes hereafter issued in substitution or replacement thereof, (b) all liabilities of the Assignor under this Agreement or any other Loan Document, and (c) any and all liabilities and obligations of the Assignor to the Assignee of every kind, nature and description, whether direct or indirect or hereafter acquired by the Assignee from any Person, absolute or contingent, regardless of how such liabilities arise or by what agreement or instrument they may be evidenced, and in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee to extend Financing accommodations under the Financing Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks, trade names and servicemarks and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default or an Unmatured Event of Default under the Financing Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment; unless and until the acceptance of this Assignment, this Assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Financing Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignments of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks and listed on Exhibit A is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the United States Trademarks Registrations and applications therefor now owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark, trade name or servicemark, or become entitled to the benefit of any trademark application, registration, trademark, trade name or servicemark or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Financing Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Financing Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and trade names which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee to extend Financing accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

^{Brands LLC}
THE DELICIOUS ~~FROOKIE~~ COMPANY, INC.

By 
Title CEO

EXHIBIT A

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-1	Delicious Brands, Inc. 004-T-1	Registered Registered: 2/13/1990	73/755,292 1,582,820	DELICIOUS
004-T-11	Delicious Brands, Inc. 004-T-11	Registered Registered: 7/4/1989	762,213 1,546,643	THE GOOD FOR YOU COOKIE
004-T-12	Delicious Brands, Inc. 004-T-12	Registered Registered: 6/18/1991	73/810,321 1,648,257	FRUITONS
004-T-13	Delicious Brands, Inc. 004-T-13	Registered Registered: 4/9/1991	74/061,733 1,640,703	REGENCY
004-T-16	Delicious Brands, Inc. 004-T-16	Registered Registered: 10/23/1990	73/836,615 1,618,960	FRUITINS
004-T-18	Delicious Brands, Inc. 004-T-18	Registered Registered: 10/17/1989	779,647 1,561,226	R.W. FROOKE

EXHIBIT A

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-19	Delicious Brands, Inc. 004-T-19	Pending Filed on: 5/1/1997	75/284,486	DOUBLE CREAMES
004-T-2	Delicious Brands, Inc. 004-T-2	Registered Registered: 9/4/1990	74/012,955 1,612,252	FRACKERS
004-T-20	Delicious Brands, Inc. 004-T-20	Pending Filed on: 3/7/1995	74/643270	SIMPLY DELICIOUS
004-T-21	Delicious Brands, Inc. 004-T-21	Pending Filed on: 4/24/1995	74/666,142	DELICIOUS PLUS
004-T-25	Delicious Brands, Inc. 004-T-25	Registered Registered: 7/8/1986	540,848 1,400,783	DELICIOUS (LOGO)
004-T-27	Delicious Brands, Inc. 004-T-27	Registered Registered: 11/1/1994	74/433,500 1,861,521	LOGO
004-T-28	Delicious Brands, Inc. 004-T-28	Registered Registered: 10/18/1994	74/354,467 1,859,230	FRUSPS
004-T-29	Delicious Brands, Inc. 004-T-29	Registered Registered: 9/12/1989	774,125 1,555,978	FROOKIE

Case Tracking System Trademark Case Summary Report

Date: March 24, 1999

Case Number	Client Name, Client Case No.	Status	Application		Mark
			Serial Number, Registration No.		
004-T-3	Delicious Brands, Inc. 004-T-3	Registered Registered: 12/20/1994	74/357,436 1,868,948		DREAM CREAMS
004-T-30	Delicious Brands, Inc. 004-T-30	Registered Registered: 1/10/1989	657,991 1,520,007		FROOKIES
004-T-31	Delicious Brands, Inc. 004-T-31	Registered Registered: 10/24/1995	74/593,095 1,929,849		BRANDS YOU TRUST...COOKIES YOU LOVE!
004-T-32	Delicious Brands, Inc. 004-T-32	Registered Registered: 3/18/1997	74/615,397 2,046,396		THE CHIP THAT LOVES TO DIP!
004-T-33	Delicious Brands, Inc. 004-T-33	Pending Filed on: 6/8/1998	75/499,377		SANTA'S FAVORITES
004-T-34	Delicious Brands, Inc. 004-T-34	Registered Registered: 6/8/1948	71/486,795 439,154		MAMA'S [stylized]
004-T-35	Delicious Brands, Inc. 004-T-35	Registered Registered: 2/2/1982	73/288,883 1,188,855		SALERNO and Design
004-T-36	Delicious Brands, Inc. 004-T-36	Registered Registered: 11/25/1947	71/511,762 434,589		DEVILMINT [stylized]
004-T-37	Delicious Brands, Inc. 004-T-37	Registered Registered: 11/24/1981	73/288,878 1,179,423		SALERNO and Design
004-T-38	Delicious Brands, Inc. 004-T-38	Registered Registered: 10/19/1971	72/337,358 922,608		ANGEL CAKE

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-39	Delicious Brands, Inc. 004-T-39	Registered Registered: 7/23/1971	332,445 177,169	CHEEZ*TRAWS
004-T-4	Delicious Brands, Inc. 004-T-4	Registered Registered: 12/13/1994	74/426,000 1,867,742	COOKIE LEGENDS
004-T-40	Delicious Brands, Inc. 004-T-40	Registered Registered: 6/14/1955	71/661,229 607,363	SALERNO (stylized)
004-T-41	Delicious Brands, Inc. 004-T-41	Registered Registered: 7/29/1997	080,860	SALERNO
004-T-42	Delicious Brands, Inc. 004-T-42	Registered Registered: 10/3/1967	72/253,338 836,408	LEMON PUNCH
004-T-43	Delicious Brands, Inc. 004-T-43	Registered Registered: 10/3/1967	72/253,336 836,407	ORANGE PUNCH
004-T-44	Delicious Brands, Inc. 004-T-44	Registered Registered: 9/5/1967	72/203,529 834,843	SCOOTER PIE
004-T-45	Delicious Brands, Inc. 004-T-45	Registered Registered: 1/2/1968	72/253,337 841,713	PINK PUNCH
004-T-46	Delicious Brands, Inc. 004-T-46	Registered Registered: 10/1/1968	72/296,238 858,047	SCOOTER-PUFFS
004-T-47	Delicious Brands, Inc. 004-T-47	Registered Registered: 3/5/1968	72/282,031 845,572	LICKITY SPLITS

Case Tracking System Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-48	Delicious Brands, Inc. 004-T-48	Registered Registered: 3/4/1969	72/300,235 865,885	LICKITY SPLITS
004-T-49	Delicious Brands, Inc. 004-T-49	Registered Registered: 6/28/1966	72/227,178 810,508	SLAPSTIX
004-T-5	Delicious Brands, Inc. 004-T-5	Registered Registered: 12/6/1994	74/422,290 1,866,524	BANANARAMAS
004-T-50	Delicious Brands, Inc. 004-T-50	Registered Registered: 5/31/1966	72/172,519 809,349	BURRYS CHEEZ*TRAWS and Design
004-T-51	Delicious Brands, Inc. 004-T-51	Registered Registered: 1/27/1998	73/247,999 2,132,678	MAMA'S CHARACTER DESIGN
004-T-52	Delicious Brands, Inc. 004-T-52	Registered Registered: 7/5/1966	72/218,026 810,843	FIDDLB FLAKES
004-T-53	Delicious Brands, Inc. 004-T-53	Registered Registered: 10/21/1997	73/114,118 2,106,597	MAMAS
004-T-54	Delicious Brands, Inc. 004-T-54	Registered Registered: 7/29/1997	73/114,111 2,085,100	TWO POUNDER
004-T-55	Delicious Brands, Inc. 004-T-55	Registered Registered: 8/9/1994	74/390,102 1,849,726	SUGAR RINGS
004-T-56	Delicious Brands, Inc. 004-T-56	Registered Registered: 8/9/1994	74/390,101 1,849,725	COCO CHIP RINGS

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-57	Delicious Brands, Inc. 004-T-57	Registered Registered: 9/28/1993	74/347,770 1,795,175	ROYALBS
004-T-58	Delicious Brands, Inc. 004-T-58	Registered Registered: 8/9/1994	74/390,103 1,849,727	LEMON RINGS
004-T-59	Delicious Brands, Inc. 004-T-59	Registered Registered: 8/9/1994	74/390,104 1,849,728	OATMEAL RAISIN RINGS
004-T-6	Delicious Brands, Inc. 004-T-6	Registered Registered: 9/6/1994	74/360,398 1,853,242	BROOKITAS
004-T-60	Delicious Brands, Inc. 004-T-60	Registered Registered: 5/17/1966	72/224,646 808,624	RUDGE TOWN
004-T-61	Delicious Brands, Inc. 004-T-61	Registered Registered: 11/30/1982	73/343,381 1,218,575	WERE MORE THAN BAKERS, WERE BUSINESS MAKERS.
004-T-62	Delicious Brands, Inc. 004-T-62	Registered Registered: 9/24/1957	71/684,069 652,140	ROYAL
004-T-63	Delicious Brands, Inc. 004-T-63	Registered Registered: 6/17/1997	75/111,370 2,071,628	SALERNO [in block letters]

EXHIBIT A

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-7	Delicious Brands, Inc. 004-T-7	Registered Registered: 1/16/1996	74/494,638 1,949,533	FROOKAROONS
004-T-73	Delicious Brands, Inc. 004-T-73	Registered Registered: 12/15/1998	75/223,024 2,211,961	CRISPYSTX
004-T-74	Delicious Brands, Inc. 004-T-74	Registered Registered: 9/8/1998	75/243,716 2,187,261	SALBRNO AND BANNER DESIGN

EXHIBIT A

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-75	Delicious Brands, Inc. 004-T-75	Pending Filed on: 9/23/1997	75/361,740	MISCELLANEOUS DESIGN (butter cookie)
004-T-76	Delicious Brands, Inc. 004-T-76	Pending Filed on: 2/18/1997	75/243717	TASTE THE FUN
004-T-78	Delicious Brands, Inc. 004-T-78	Registered Registered: 12/22/1992	74/079879 1,742,432	FUNKY MONKBYS
004-T-79	Delicious Brands, Inc. 004-T-79	Pending Filed on: 6/25/1998	75/508,874	SKY CRISPS
004-T-80	Delicious Brands, Inc. 004-T-80	Registered Registered: 8/22/1995	74/097,321 1,914,236	FRULA
004-T-81	Delicious Brands, Inc. 004-T-81	Pending Filed on: 10/5/1998	75/565,195	DR. SPORT

EXHIBIT A

Case Tracking System
Trademark Case Summary Report

Date: March 24, 1999

<u>Case Number</u>	<u>Client Name, Client Case No.</u>	<u>Status</u>	<u>Application Serial Number, Registration No.</u>	<u>Mark</u>
004-T-85	Delicious Brands, Inc. 004-T-85	New		JINGLE BELLS

EXHIBIT B TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of is made as of _____ by
and between THE DELICIOUS ~~FROCKIE COMPANY~~, INC., a Delaware corporation, located
and doing business at Suite 128, 2720 River Road, Des Plaines, Illinois 60018 ("Assignor") and
_____, a _____ corporation, located and doing business at
_____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are
registered in the U.S. Patent and Trademark Office or which are the subject of a pending
application in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration
therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable
consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign
and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and
to the Marks, and the registrations and applications therefor, together with that part of the good
will of the business connected with the use of and symbolized by the Marks, and including
Assignor's entire right, title and interest in and to any and all causes of action and rights of
recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to
convey the entire interest herein assigned, and that it has not executed, and will not execute, any
agreements inconsistent herewith. Assignor hereby irrevocably authorizes U.S. Bancorp
Republic Commercial Finance, Inc. to date this undated Assignment and otherwise complete this
Assignment at the time of transfer.

IN WITNESS WHEREOF, the parties have executed this assignment as of the
dates identified below.

ED
Brands
THE DELICIOUS ~~FROOKIE~~ COMPANY, INC.

Date: _____

By _____
Title _____

Date: _____

By _____
Title: _____

EXHIBIT C TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

EXISTING LICENSES

Licensee

Date License Expires

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