

07-20-1999



To the Honorable Commissioner

101095529

1 original documents or copy thereof.

1. Name of conveying party(ies):

Grocer's Baking Company
520 Lake Cook Road
Suite 550
Deerfield, Illinois 60015

MED
7/16/99

- Individual(s)
- General Partnership
- Corporation (Michigan)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: July 9, 1999

2. Name and address of receiving party(ies):

Name: DLJ Capital Funding, Inc. as collateral agent

Internal Address: _____

Street Address: 277 Park Avenue

City: New York State: New York ZIP: 60015

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

75/450,850

B. Trademark No.(s)

2,019,882	1,821,576	1,763,091	1,558,315	1,404,518
1,329,919	1,138,014	1,059,482	1,059,481	887,576
833,451	836,035	836,034	836,033	783,425
781,839				

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 17

7. Total fee (37 CFR 3.41): \$440.00

Enclosed (Check No. 17783)

Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

July 15, 1999,
Date

Total number of pages comprising cover sheet and document attachments: 7

07/19/1999 MTHAI1 00000251 75450850

01 FC:481
02 FC:482

40.00 OP
400.00 OP

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 9, 1999, is made between GROCER'S BAKING COMPANY, a Michigan corporation (the "Grantor"), and DLJ CAPITAL FUNDING, INC., as collateral agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties:

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Revolving Credit Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders") and the Agents and the Documentation Agent named therein, the Lenders and the Issuer have extended Revolving Credit Commitments to make Revolving Credit Extensions to the Revolving Credit Borrowers;

WHEREAS, in connection with the effectiveness of certain amendments to the Credit Agreement, the Grantor has executed and delivered a Subsidiary Security Agreement, dated as of June 11, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

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

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Revolving Credit Extensions made from time to time to the Revolving Credit Borrowers by the Lenders and the Issuer pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to amend the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated 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 Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively 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 Item A of Attachment 1 attached hereto;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(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);

(e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or

Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent 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 the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Revolving Credit Letters of Credit (or the cash collateralization (on terms and conditions satisfactory to the Agents and the Issuer) of all Reimbursement Obligations in respect of such Revolving Credit Letters of Credit) and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (i)) or (y) all Collateral (in the case of clause (ii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 8.1.1 of the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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. Revolving Credit Document, etc. This Agreement is a Revolving Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the 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.

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.

GROCER'S BAKING COMPANY

By: 
Title: _____

DLJ CAPITAL FUNDING, INC.
as Collateral Agent

By: _____
Title: _____

By: _____
Title: _____

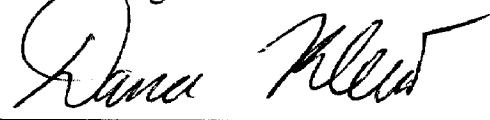
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GROCER'S BAKING COMPANY

By: _____
Title:

DLJ CAPITAL FUNDING, INC.
as Collateral Agent

By:  _____
Title:

By: _____
Title:

ATTACHMENT I
to Trademark Security Agreement

Trademarks and Trademark Licenses

Mark	Class	Registration No./ Application No.	Registration Date Filing Date
DOUVILLE'S	30	75-450,850	03/16/1998
SWING INTO SUMMER FUN	30	2,019,882	11/26/1996
KOLOR-ROO	30	1,821,576	02/15/1994
GREAT PLAINS	30	1,763,091	04/06/1993
GREAT LAKES	30	1,558,315	09/26/1989
SIMPLY DELIGHTFUL	30	1,404,518	08/05/1986
MACKINAW MILLING CO.	30	1,329,919	04/09/1985
BIG "30"	30	1,138,014	07/22/1980
AMERICAN MEAL	30	1,059,482	02/15/1977
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LUMBERCAMP STYLE	30	887,576	03/10/1970
TALL IN TASTE	30	833,451	08/08/1967
LUMBER JACK	30	836,035	09/26/1967
LUMBER JACK	30	836,034	09/26/1967
LUMBERJACK	30	836,033	09/26/1967
U-BAKE	29	783,425	01/12/1965
APRIL HILL	29	781,839	12/15/1964
HONEY KRUST (VIRGINIA)	42	158,230	08/28/1935
OVEN-FRESH (OHIO)	29,30,31	9,223	03/05/1981
HONEY-KRUST (INDIANA)	30	5,000,195	10/08/1952
OVEN-FRESH (INDIANA)	30	50,094,046	07/21/1981