

09-18-2000



101459359

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

MFD 8.30.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09-18-2000 101459359 00000136 74659250

40.00 DP
25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002139 FRAME: 0177

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="74/659,250"/>	<input type="text" value="74/677,494"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marjorie Harris Loeb, Esq.
Name of Person Signing

Signature

August 10, 2000
Date Signed

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS
(TRADEMARK)**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARK) ("Conditional Assignment"), dated as of August 3, 2000, is made by CFI OF WISCONSIN, INC., d/b/a Century Foods International, a Wisconsin corporation, (the "Company"), in favor of PENINSULA FUND II, L.P., a Delaware limited partnership ("Purchaser"), as agent as described herein, pursuant to a certain Note and Warrant Purchase Agreement (the "Purchase Agreement") dated as of the date hereof by and between the Company and Purchaser.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Purchaser has agreed to purchase certain notes and warrants (the holders of which are referred to as the "Holders") from the Company; and

WHEREAS, in connection with the Purchase Agreement, the Company has executed and delivered and may hereafter deliver the Security Documents, as that term is used in the Purchase Agreement (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Documents"); and

WHEREAS, as a condition precedent to the purchase of the securities and under the Purchase Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Purchaser to purchase securities pursuant to the Purchase Agreement, the Company agrees, for the benefit of Purchaser, as agent for all Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement and the Security Documents.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby: (a) pledges; (b) grants a continuing security interest in and a right of setoff against; and (c) assigns, transfers and conveys effective upon demand made upon the occurrence and during the continuance of an Event of Default, the Intellectual Property (including, without limitation, the trademark registrations listed on Schedule A hereto and all goodwill associated therewith), to Purchaser, for the benefit of all Holders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby have been granted as a supplement to, and not in limitation of, the security interest granted to Purchaser, in its own right or as the agent for all Holders, under the Security Documents. The Security Documents (and all rights and remedies of Purchaser thereunder) shall remain in full force and effect in accordance with their terms.

{W0068225.DOC;}

Conditional Assignment of and Security Interest
in Intellectual Property Rights (Trademark)

**TRADEMARK
REEL: 002139 FRAME: 0179**

SECTION 4. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of Purchaser, as agent, with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * *

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IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPANY:

CFI OF WISCONSIN, INC.

By: Michael G. Otten
Name: MICHAEL G. OTTEN
Title: PRESIDENT AND CEO

Company's Address for Notices:

919 Hoeschler Drive
Sparta, WI 54656
Attn: Michael G. Otten
Facsimile: (608) 269-1910

PURCHASER:

THE PENINSULA FUND II LIMITED
PARTNERSHIP

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By: _____
Name: Scott A. Reilly
Title: President

Conditional Assignment of and Security Interest
in Intellectual Property Rights (Trademark)

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark) to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMPANY:

CFI OF WISCONSIN, INC.

By: _____
Name: _____
Title: _____


Company's Address for Notices:

919 Hoeschler Drive
Sparta, WI 54656
Attn: Michael G. Otten
Facsimile: (608) 269-1910

PURCHASER:

THE PENINSULA FUND II LIMITED
PARTNERSHIP

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By:  _____
Name: Scott A. Reilly
Title: President

Conditional Assignment of and Security Interest
in Intellectual Property Rights (Trademark)

TRADEMARK
REEL: 002139 FRAME: 0182

EXHIBIT A

Trademarks

	<u>Mark</u>	<u>Serial No.</u>	<u>Filed as of:</u>
1.	PIZZAZZ	74/659,250	April 11, 1995
2.	CEN PREM	74/677,494	May 16, 1995