

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



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To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

Name of conveying party(ies):
Fischer Packing Company LLC
1.24.02

Individual(s) Association
General Partnership Limited Partnership
Corporation-State
 Other Kentucky Limited Liability Co.

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Security Interest in
US Patents and Trademarks

Execution Date: November 15, 2001

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association,
as Agent

Internal Address: _____

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41).....\$ 715.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

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

02/07/2002 RECEIVED 00000249 73061127

01 FC:481 40.00 OP
02 FC:482 675.00 OP

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.

Laura Konrath
Name of Person Signing

DO NOT USE THIS SPACE

[Signature]
Signature

12/20/01
Date

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

Continuation Item 4

SCHEDULE B
To
Patent and Trademark Assignment

TRADEMARKS

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
BELMONT	U.S.	73/061,127	8/22/75	1,035,885	3/16/76
BIGGER SLICES BETTER SANDWICHES	U.S.	75/472,642	3/24/98	2,288,283	10/19/99
DIXIE LOAF	U.S.	74/582,131	10/4/94	1,943,774	12/26/95
FESTIVAL	U.S.	74/086,390	8/9/90	1,703,518	7/28/92
FESTIVAL	U.S.	73/752,404	9/19/88	1,543,759	6/13/89
FESTIVAL	U.S.	72/383,993	2/16/71	934,053	5/16/72
FESTIVAL	U.S.	72/282,411	10/12/67	858,349	10/8/68
FISCHER'S	U.S.	73/061,091	8/22/75	1,041,882	6/22/76
FISCHER'S (AND DESIGN)	U.S.	74/172,601	6/3/91	1,687,997	5/19/92
FISCHER'S PREMIUM SELECT	U.S.	75/022,526	11/20/95	2,164,347	6/9/98
FOUR GENERATIONS OF GOODNESS	U.S.	74/211,539	10/11/91	1,718,425	9/22/92
GOURMET TRIM	U.S.	73/783,114	2/27/89	1,606,536	7/17/90
MELLWOOD	U.S.	73/061,126	8/22/75	1,037,588	4/6/76
PREMIUM SELECT	U.S.	75/077,635	3/25/96	2,156,039	5/12/98
THE BACON MAKIN' PEOPLE	U.S.	73/061,125	8/22/75	1,052,534	11/9/76
THE BEST THING NEXT TO SLICED BREAD	U.S.	74/184,856	7/15/91	1,684,563	4/28/92
THE ORIGINAL BREAD SIZE	U.S.	74/473,235	12/27/93	1,926,597	10/10/95
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/709,370	5/17/99	2,351,751	5/23/00
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/701,821	5/10/99	2,321,959	2/22/00
WILLIAM FISCHER PREMIUM DELI (AND DESIGN)	U.S.	75/873,338	12/17/99	2,398,098	10/24/00
BACON MAKIN', BOLOGNA MAKIN', SMILE MAKIN' PEOPLE	U.S.	76/217,853	3/1/01	PENDING	PENDING
BOLOGNA MAKIN' PEOPLE	U.S.	76/217,854	3/1/01	PENDING	PENDING
GOURMET TRIM	U.S.	76/150,581	10/20/00	PENDING	PENDING
MR. BOLOGNA	U.S.	76/217,542	3/1/01	PENDING	PENDING
MR. BOLOGNA	U.S.	76/217,680	3/1/01	PENDING	PENDING
MR. BOLOGNA (AND DESIGN)	U.S.	76/241,045	4/16/01	PENDING	PENDING
MR. BOLOGNA (AND DESIGN)	U.S.	76/241,046	4/16/01	PENDING	PENDING
SMILE MAKIN' PEOPLE	U.S.	76/217,858	3/1/01	PENDING	PENDING

TRADEMARK APPLICATIONS

None.

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FISCHER PACKING COMPANY LLC, a Kentucky limited liability company (the "Assignor"), hereby assigns and grants to LaSalle Bank National Association, as Collateral Agent, (the "Assignee"), with offices at 135 South LaSalle Street, Chicago, Illinois 60603, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent application, including each Patent and Patent application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT is granted in conjunction with the security interests granted to the Assignee pursuant to the Amended and Restated Security Agreement among the Assignor, the Assignee and certain other parties dated as of November 15, 2001, as amended, restated, supplemented or modified from time to time (the "Security Agreement").

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

FISCHER PACKING COMPANY LLC, as Assignor

By: [Signature]
Name: Thomas D. Davis
Title: President

LASALLE BANK NATIONAL ASSOCIATION, as Collateral Agent, as Assignee

By: [Signature]
Name:
Title:

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 12th day of November, 2001 by Thomas D. Davis as President of Fischer Packing Company LLC, a Kentucky limited liability company, on behalf of said company.

My commission expires: 1/24/05

Notarial Seal

.....
"OFFICIAL SEAL"
.....
BRENDA J. MACON-STEWART
.....
Notary Public, State of Illinois
.....
My Commission Expires 1/24/05
.....

[Signature]
Notary Public

SCHEDULE A
To
Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u> None	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
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PATENT LICENSES

<u>Licensor</u> None	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
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SCHEDULE B
To
Patent and Trademark Assignment

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SMILE MAKIN' PEOPLE	U.S.	76/217,858	3/1/01	PENDING	PENDING

TRADEMARK APPLICATIONS

None.

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TRADEMARK LICENSES

None.