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Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102224198

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

1. Name of conveying party(ies):
 Dean Pickle and Specialty Products Company
 857-897 School Place
 Green Bay, Wisconsin 54307

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

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

2. Name and address of receiving party(ies)
 Name: First Union National Bank, as Administrative Agent
 Internal
 Address: _____
 Street Address: 201 South College Street
 City: Charlotte State: NC Zip: 28288

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Notice of Grant of Security Interest

Execution Date: 12/21/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s) _____
SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

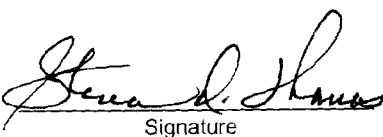
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Steven D. Thomas
 Internal Address: _____
 Street Address: Moore & Van Allen, PLLC
2200 West Main Street, Suite 800
 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2316

DO NOT USE THIS SPACE

9. Signature.
Steven D. Thomas  September 12, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

FINANCE SECTION
SEP 12 PM 2 43

09/16/2002 LNUELLER 00000128 2431644

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 2582 FRAME: 0737

**Exhibit A
Trademarks**

**Dean Pickle and Specialty Products Company
(Wisconsin Corporation)**

Registered Marks

Mark	Registration No.	Registration Date
HOFFMAN HOUSE	2,431,644	2/27/01

Pending Applications

Mark	Appl. Ser. No.	Appl. Date
DESIGN ONLY	75-980,763	4/23/99
DESIGN ONLY	75-979,441	4/23/99
DESIGN ONLY	75-689,261	4/23/99
OLIVATOR	75-668,746	3/26/99

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Please be advised that pursuant to the Security Agreement dated as of December __, 2001 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and First Union National Bank, as Administrative Agent (the "Administrative Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the Lenders:

TRADEMARKS

<u>Trademark Registration No.</u>	Description of Trademark <u>Item</u>	Date of <u>Trademark</u>
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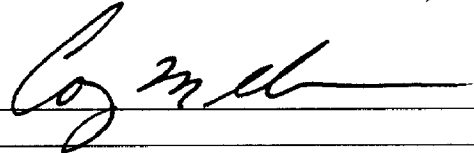
TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	Description of Trademark <u>Applied For</u>	Date of Trademark <u>Applications</u>
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The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

DEAN PICKLE AND SPECIALTY PRODUCTS
COMPANY, a Wisconsin corporation
(successor in interest to Steinfeld's Products)

By: 
Name: _____
Title: _____

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

The Obligor and the Administrative Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

DEAN PICKLE AND SPECIALTY PRODUCTS
COMPANY, a Wisconsin corporation
(successor in interest to Steinfeld's Products)

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

FIRST UNION NATIONAL BANK,
as Administrative Agent

By:  _____
Name: **Jorge A. Gonzalez**
Title: **Senior Vice President**

**Exhibit A
Trademarks**

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(Wisconsin Corporation)**

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