

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Docket No.:

0113032-001

Tab settings

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

1. Name of conveying party(ies):

DLJ Capital Funding Inc.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

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

Name: **Archway Cookies, LLC**

Internal Address:

Street Address: **5451 West Dickman Road**

City: **Battle Creek** State: **MI** ZIP: **49016**

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

Other **Delaware limited liability company**

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Correction to Receiving Party for Release of Security Interest at Reel/Frame 2061/0847**
- Merger
- Change of Name

Execution Date: **March 20, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,069,010	2,078,182	1,968,323	723,935
1,798,176	1,798,175	1,865,364	753,409
1,800,330	1,671,959	1,668,706	

Additional numbers Yes No

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

Name: **Carol A. Genis, Esq.**

Internal Address: **Bell, Boyd & Lloyd LLC**

Street Address: **P.O. Box 1135**

City: **Chicago** State: **IL** ZIP: **60690**

6. Total number of applications and registrations involved:.....

11

7. Total fee (37 CFR 3.41):.....\$ **\$290.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-1818

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.

Michelle Foy Swierczynski

Name of Person Signing

Signature

April 10, 2003

Date

03/31/00

04-28-2000

FORM: PTO-1618A
ENCL: 003/000
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OPR/FINANCE



101338713

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year _____
		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	Release of security interest

Conveying Party Mark if additional names of conveying parties attached

Name DLJ Capital Funding Inc. Execution Date
Month Day Year
3/20/00

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Archway Cookies Inc.

DBA/ALIAS _____

Composed of _____

Address (line 1) 5451 West Dickman Road

Address (line 2) _____

Address (line 3) Battle Creek Michigan 49016
City State/Country Zip Code

Individual General Partnership Limited Partnership 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)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Michigan

04/27/2000 TT011 00000145 500706 2069010 FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 CH
250.00 CH

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 documents 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 Practices. 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: 002061 FRAME: 0847

TRADEMARK
REEL: 2635 FRAME: 0109

FORM PTO-1618B
Expires 06/30/04
OMB 0651-0727

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)

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.

Doran S. Goldstein
Name of Person Signing

[Signature]
Signature

3/31/00
Date Signed

TRADEMARK
REEL: 002061 FRAME: 0848

TRADEMARK
REEL: 2635 FRAME: 0110

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 09/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Expiration Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

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723935	753409	<input type="text"/>
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TRADEMARK
REEL: 002061 FRAME: 0849

TRADEMARK
REEL: 2635 FRAME: 0111

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 20, 2000, is made by DLJ CAPITAL FUNDING, INC. ("DLJ"), as the syndication agent (the "Syndication Agent") and collateral agent (in such capacity, the "Collateral Agent") for itself and the other financial institutions (together with their respective successors and assigns being hereinafter referred to collectively as the "Revolving Credit Lenders") party to the Amended and Restated Revolving Credit Agreement, dated as of June 11, 1999 (the "Amended and Restated Revolving Credit Agreement"), amending and restating in its entirety the Revolving Credit Agreement dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified prior to the Restatement Effective Date (as defined in the Amended and Restated Revolving Credit Agreement), the "Revolving Credit Agreement"), among certain subsidiaries of SFC New Holdings, Inc. (collectively, the "Revolving Credit Borrowers"), DLJ, as Syndication Agent and Collateral Agent for the Revolving Credit Lenders, ABN Amro Bank N.V. ("ABN"), as administrative agent (the "Administrative Agent") for the Revolving Credit Lenders and Banque Paribas, as Documentation Agent for the Revolving Credit Lenders. Terms capitalized herein which are not otherwise defined herein shall have the meanings given them in the Amended and Restated Revolving Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to a Trademark Security Agreement delivered in connection with the Amended and Restated Revolving Credit Agreement, the applicable Revolving Credit Borrower has granted to the Collateral Agent for the benefit of the Collateral Agent and the Revolving Credit Lenders, a security interest in the trademarks and trademark applications of the applicable Revolving Credit Borrower set forth on Attachment I hereto, and all trademarks and trademark applications acquired hereafter (collectively, the "Released Trademarks"); and

WHEREAS, the applicable Revolving Credit Borrower has repaid all amounts due to the Collateral Agent and the Revolving Credit Lenders under or in respect of the Amended and Restated Revolving Credit Agreement and the other Loan Documents and has requested the Collateral Agent to relinquish, release and discharge any and all Liens on the Released Trademarks in favor of the Collateral Agent and the Revolving Credit Lenders, and the Collateral Agent has agreed to do so;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DLJ Capital Funding, Inc., as Collateral Agent, relinquishes, releases and discharges, without any recourse, representations and warranties, the security interest of the Collateral Agent and the Revolving Credit Lenders in, to and under the Released Trademarks.

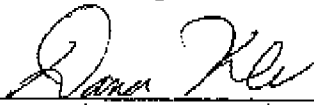
16558094

TRADEMARK
REEL: 002061 FRAME: 0850

TRADEMARK
REEL: 2635 FRAME: 0112

IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed as of this 20th day of March, 2000.

DLJ CAPITAL FUNDING, INC.,
as Collateral Agent

By: 
Name: DANA KLEIN
Title: V.P.

16358094

TRADEMARK
REEL: 002061 FRAME: 0851

TRADEMARK
REEL: 2635 FRAME: 0113

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of March, 2000, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANA KLEIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing Release of Security Interest in Trademarks on behalf of DLJ Capital Funding, Inc. with full authority to do so.



Notary Public

GRACE AVEDISSIAN
NOTARY PUBLIC, State of New York
No. 01AV6001100
Qualified in New York County
Commission Expires January 5, ~~2000~~
2002

1*65009*

TRADEMARK
REEL: 002061 FRAME: 0852

TRADEMARK
REEL: 2635 FRAME: 0114

ATTACHMENT ISCHEDULE OF TRADEMARKS AND TRADEMARK APPLICATIONS

Andre-Boudin Bakeries, Inc.

<u>Mark</u>	<u>Class</u>	<u>Registration No./ Application No.</u>	<u>Registration Date/ Filing Date</u>
BOUDIN PETIT CAFE	42	75-304,457	7/6/97
SAN FRANCISCO SLOWROAST	30	75-291,848	5/14/97
MOCHA FROST	30	75-123,593	6/21/96
VANILLA FROST	30	75-123,592	6/21/96
SAN FRANCISCO WHARF	29	2,077,959	7/8/97
GINGERBREAD KINGDOM	41	1,622,005	10/22/91
(SAY "BO-DEEN") B BOUDIN, SOURDOUGH FRENCH BREAD SINCE 1849	42	1,667,918	12/10/91
BOUDIN SOURDO GAI'S SEATTLE SOURDOUGH BAKING UGH BAKERY & CAFE	42	1,662,055	10/22/91
LARRABURU	30	1,321,109	2/19/85
BOUDIN SOUR DOUGH FRENCH BREAD SINCE 1849 B	30, 42	1,066,872	5/31/77
BOUDIN	30	1,087,413	3/14/78
BOUDIN SOUR DOUGH SINCE 1849 FRENCH BREAD (CALIFORNIA)	30	55,072	9/20/76
BOUDIN (CALIFORNIA)	30	79,019	10/31/85
BOUDIN (CALIFORNIA)	42	24,768	10/31/85
BOUDIN SOUR DOUGH SINCE 1849 FRENCH BREAD (CALIFORNIA)			

Laura Todd of America

Doc# NY5: 614320.1

TRADEMARK
REEL: 002061 FRAME: 0853TRADEMARK
REEL: 2635 FRAME: 0115

2

<u>Mark</u>	<u>Class</u>	<u>Registration No./ Application No.</u>	<u>Registration Date Filing Date</u>	<u>Chain of Title</u>	<u>Security</u>	<u>Issues</u>
LAURA TODD	30	1,434,132	3/24/87	Yes	Yes (CB)	No
LAURA TODD COOKIES	30	73-431,396	6/22/83	Yes	No	Abandoned

Doc# NYS. 614323 1

TRADEMARK
REEL: 002061 FRAME: 0854TRADEMARK
REEL: 2635 FRAME: 0116

Archway Cookies, LLC

Mark	Class	Registration No./ Application No.	Registration Date Filing Date
CLASSIC COOKIE JAR MATERIAL	30	2,069,010	06/10/1997
COOKIE COLLECTIBLES	42	2,078,182	07/08/1997
THE GOOD FOOD COOKIE	30	1,968,323	04/16/1996
COOKIES FOR KIDS	36	1,798,176	10/12/1993
BE A GOOD COOKIE	36	1,798,175	10/12/1993
THE HOMESTYLE COLLECTION	30	1,865,364	11/29/1994
THE HOMESTYLE COLLECTION	30	1,800,330	10/19/1993
ARCHWAY and design	30	1,671,959	01/14/1992
ARCHWAY	30	1,668,706	12/17/1991
SO-RITE	30	723,935	11/14/1961
ARCHWAY 'HOME STYLE COOKIES'	30	753,409	07/23/1963
ARCHWAY (OREGON)	30	T10,326	09/03/1965
ARCHWAY (HAWAII)	30	17,478	05/26/1969
ARCHWAY (GEORGIA)	30	T,121	11/21/1966
ARCHWAY (WASHINGTON)	30	5,988	02/04/1976
ARCHWAY (FLORIDA)	30	905,530	04/10/1963
ARCHWAY HOMESTYLE COOKIES (NEW HAMPSHIRE)	30	N/A	02/18/1986
ARCHWAY (WYOMING)	30	2,583	11/04/1977
ARCHWAY (WEST VIRGINIA)	30	24,722	11/09/1966
ARCHWAY (WEST VIRGINIA)	29	213,300	04/06/1955

Doc# NY5, 614320,1

TRADEMARK
REEL: 002061 FRAME: 0855

TRADEMARK
REEL: 2635 FRAME: 0117

Mark	Class	Registration No./ Application No.	Registration Date Filing Date
ARCHWAY (TENNESSEE)	29,30,31	N/A	N/A
ARCHWAY and design (SOUTH DAKOTA)	29,30,31	N/A	N/A
ARCHWAY and design (PENNSYLVANIA)	29,30,31	N/A	N/A
HOME STYLE (OHIO)	29,30,31	4,096	01/29/1982
ARCHWAY (OHIO)	29,30,31	4,097	01/29/1982
ARCHWAY (NORTH DAKOTA)	29,30,31	5,094,400	11/16/1966
ARCHWAY (NEVADA)	30	N/A	10/22/1968
ARCHWAY (MONTANA)	30	T,008,598	11/25/1968
ARCHWAY and design (MAINE)	30	19,810,147	05/26/1966
ARCHWAY (KENTUCKY)	30	8,607	03/22/1989
ARCHWAY (IDAHO)	30	12,552	03/13/1989
ARCHWAY (CALIFORNIA)	29,30,31	4,699	N/A
ARCHWAY (ALABAMA)	30	100,076	01/05/1981

Doc# NY3-614320.1

TRADEMARK
REEL: 002061 FRAME: 0856

TRADEMARK
REEL: 2635 FRAME: 0118

The Clear Lake Bakery, Inc.

<u>Mark</u>	<u>Class</u>	<u>Registration No./ Application No.</u>	<u>Registration Date Filing Date</u>
TRY ME	30	75-653,182	3/3/1999
AUNT BONNIE'S	30	2,175,168	7/21/1998
AUNT BONNIE'S	30	2,236,539	4/6/1999

Grocers Baking Company

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
AMERICAN MEAL	30	1,059,481	02/15/1977
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

Doc# NYS: 614320.1

TRADEMARK
REEL: 002061 FRAME: 0858

TRADEMARK
REEL: 2635 FRAME: 0120

Metz Banking Company (Iowa)

Mark	Class	Registration No/ Application No.	Registration Date Filing Date
OLD TIME	30	75-361,285	9/22/97
BAKER'S DELI	30	75-182,983	10/17/96
GRANDMA'S BAKE SHOPPE	30	75-118,923	6/14/96
CHICAGO HEARTH	30	2,069,198	6/10/97
GRANDMA'S	30	75-058,375	2/15/96
SUSIE SWEETS	30	2,039,394	2/18/97
NATURE'S HARVEST	30	1,970,583	4/23/96
PHONE HOME FOR THE HOLIDAYS	28	1,909,371	8/1/95
PELDE PRESS	16	1,507,144	10/4/88
EGEKVIST	30	1,442,341	6/9/87
COVERED WAGON	30	1,350,909	7/23/85
MILL DESIGN	30	1,447,781	7/14/87
MRS. CARVER'S	30	1,301,980	10/23/84
GRANDMA'S FRUIT CAKE	30	1,346,547	7/2/85
GOLDEN HEARTH	30	1,253,130	10/4/83
OLD SETTLER	30	1,211,776	10/5/82
MASTER	30	1,199,769	6/29/82
NATURE'S HARVEST	30	1,228,651	2/22/83
BUTTERCHARM FARMS	30	1,192,604	3/23/82
SEASON'S DELIGHT	30	1,164,812	8/11/81
GARDNER'S	30	994,051	9/24/74
OLD EUROPE	30	847,111	4/2/68
YE OLD ENGLISH	30	789,403	5/11/65
GOLDEN HEARTH	30	735,744	8/7/62
OLDE TYME FREUND PRODUCTS	30	650,597	8/20/57
YE OLD ENGLISH	30	617,936	12/20/55
EVERFRESH (COLORADO)	30	911,038,154	5/23/91
MASTER (COLORADO)	30	T20,428	11/30/81
NATURE'S HARVEST (COLORADO)	46	T18,996	3/5/81
PETER PAN (COLORADO)	30	911,027,825	4/22/91

Doc# NYS 614320.1

TRADEMARK
REEL: 002061 FRAME: 0859

TRADEMARK
REEL: 2635 FRAME: 0121

Mark	Class	Registration No/ Application No.	Registration Date Filing Date
TRUCK STOP (COLORADO)	30	11,522	9/3/74
MASTER (MINNESOTA)	30	7,527	12/1/81
NATURE'S HARVEST (MINNESOTA)	30	7,193	4/14/81
OLD HOME IS GOOD (MINNESOTA)	30	100,645	1/14/91
DINNER BELL (MINNESOTA)	30	17,160	1/14/91
PETER PAN (MINNESOTA)	30	17,595	4/15/91
EVERFRESH (IOWA)	30	11,696	5/28/91
SELECT (IOWA)	30	11,547	4/10/91
PETER PAN (IOWA)	30	11,453	8/22/71
OLD TIME (IOWA)	29,30,31	11,454	8/22/71
TRUCK STOP (IOWA)	30	1,097	9/3/74
MASTER (IOWA)	30	11,782	11/20/81
NATURE'S HARVEST (IOWA)	30	3,409	3/3/91
MASTER (WISCONSIN)	29,30,31	911,106	11/6/91
CHOCO'S (WISCONSIN)	29,30,31	--	6/10/76
SELECT (WISCONSIN)	42	--	6/10/76
BUTTER TOP (WISCONSIN)	42	--	6/10/76
TRUCK STOP (WISCONSIN)	42	--	6/10/76
SELECT (WYOMING)	30	266,003	4/10/91
PETER PAN (WYOMING)	30	26,562,095	8/23/71
MASTER (WYOMING)	30	3,218	12/1/81
NATURE'S HARVEST (WYOMING)	30	264,797	2/6/91
EVERFRESH (WYOMING)	30	266,765	5/22/91
OLD HOME (WISCONSIN)	29,30,31	23,490	6/10/76
NATURE'S HARVEST (WISCONSIN)	30	30,948	3/10/81
MASTER (WISCONSIN)	30	911,106	11/6/91
EVERFRESH (WISCONSIN)	30	910,529	5/29/91
CHOCO'S (WISCONSIN)	30	--	6/10/76
MASTER (UTAH)	30	25,693	11/23/81
NATURE'S HARVEST (UTAH)	30	25,616	11/23/81
SELECT (UTAH)	30	32,230	4/11/91
NATURE'S HARVEST (S. DAKOTA)	30	--	3/4/81
TRUCK STOP (S. DAKOTA)	30	--	9/9/74

Doc#: NYS: 614320.1

TRADEMARK
REEL: 002061 FRAME: 0860

TRADEMARK
REEL: 2635 FRAME: 0122

<u>Mark</u>	<u>Class</u>	<u>Registration No/ Application No.</u>	<u>Registration Date Filing Date</u>
MASTER (S. DAKOTA)	30	--	11/20/91
SELECT (S. DAKOTA)	30	910,409	4/9/91
PETER PAN (S. DAKOTA)	30	910,318	3/18/91
EVERFRESH (S. DAKOTA)	30	910,522	5/22/91
SELECT (OKLAHOMA)	29,30,31	24,111	4/11/91
EVERFRESH (N. DAKOTA)	30	6,897,700	6/10/91
SELECT (N. DAKOTA)	30	6,692,800	4/24/91
PETER PAN (N. DAKOTA)	30	5,456,500	8/23/91
NATURE'S HARVEST (N. DAKOTA)	30	5,431,000	3/23/81
MASTER (N. DAKOTA)	30	5,402,500	12/2/81
SELECT (NEVADA)	30	24,364	4/12/91
PETER PAN (NEVADA)	30	24,363	4/12/91
TRUCK STOP (NEBRASKA)	42	679,410	9/3/75
PETER PAN (NEBRASKA)	30	6,850,332	2/11/81
OLD TIME (NEBRASKA)	30	6,850,154	1/23/91
EVERFRESH (NEBRASKA)	30	1,128,320	5/21/91
NATURE'S HARVEST (NEBRASKA)	30	677,493	3/9/81
MASTER (NEBRASKA)	30	677,035	11/20/81
EVERFRESH (MONTANA)	30	T,016,483	5/22/91
PETER PAN (MONTANA)	30	T,016,412	4/10/91
NATURE' HARVEST (MISSOURI)	30	11,334	2/7/91
MASTER (MISSOURI)	30	11,706	11/21/91
SELECT (MISSOURI)	30	11,420	4/11/91
PETER PAN (MISSOURI)	30	4,374	8/24/71
SELECT (KANSAS)	30	1,911,041	4/10/91
MASTER (KANSAS)	29,30,31	--	8/22/91
PETER PAN (KANSAS)	30	12,012	5/22/91
EVERFRESH (KANSAS)	30	12,011	5/22/91
OLD HOME (KANSAS)	30	5,274	9/20/77
NATURE'S HARVEST (KANSAS)	30	--	3/23/81
EVERFRESH (INDIANA)	30	50,100,716	5/23/91
SELECT (INDIANA)	30	50,100,660	4/11/91
PETER PAN (INDIANA)	30	50,100,659	4/11/91

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Mark	Class	Registration No/ Application No.	Registration Date Filing Date
THE HUDSON BAY MILLING CLASS (INDIANA)	29,30,31	53,066	5/4/83
PETER PAN (ILLINOIS)	29,30,31	46,726	5/22/88
AUNT MARY'S (ILLINOIS)	29,30,31	43,478	10/7/74

Licensed Mark	Expiration Date of License	Licensor
Pillsbury	9/26/97	Pillsbury
Healthy Choice	10/8/97	ConAgra
Holsum	Perpetual	W.E. Long
Country Health	Perpetual	Roush
Olympic Kids	Perpetual	Roush
Taystee	Perpetual	I.B.C.
Autumn Grain	Perpetual	I.B.C.
Oven Gold	Perpetual	I.B.C.
D'italiano	Perpetual	I.B.C.
Sunbeam	Perpetual	Quality Baker's Assn.
Schoolbus	Indefinite	Original Oatmeal Co.
Roman Meal	Indefinite	Roman Meal
Choco's (cake)	Perpetual	I.B.C.
Creme Boats (cake)	Perpetual	I.B.C.
Devil's Delite (cake)	Perpetual	I.B.C.
Bread Box (cake)	Perpetual	I.B.C.
Cook Book (cake)	Perpetual	I.B.C.
Mickey (cake)	Perpetual	I.B.C.

Doc#: NYS: 614320.1

RECORDED: 03/31/2000

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REEL: 002061 FRAME: 0852

RECORDED: 04/10/2003

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