

6-24-03

FORM PTO-1594 (Rev. 5-93) OMB No. 0651-0011 (exp. 4/94)

RECORD



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TR 102480340

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): Consolidated Biscuit Co.

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

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

3. Nature of conveyance:

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

Execution Date: June 19, 2003

2. Name and address of receiving party(ies)

Name: Fifth Third Bank, as Agent

Internal Address:

Street Address: 38 Fountain Square Plaza

City: Cincinnati State: Ohio ZIP: 45269

- 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

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

A. Trademark Application No.(s) See Schedule A-1 attached hereto

B. Trademark Registration No.(s) See Schedule A-1 attached hereto

Additional numbers attached? Yes No

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

Name: Andrea Serdiuk, Paralegal

Internal Address: Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41) \$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 6405

(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.

Andrea Serdiuk, Paralegal Name of Person Signing

Signature

June 19, 2003 Date

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

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

1337102

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TITLE	SERIAL NO.	ISSUE DATE
Fireside Baking Company	78160170	September 3, 2002
Fireside Baking Company	76364919	January 29, 2002
Fireside	76211024	February 15, 2001
Fireside	76211022	February 15, 2001
Giggles	76133539	September 22, 2000
Brittle Factory	76014671	March 31, 2000
Snack Quacks	75821581	October 12, 1999
American Brittle	75732763	June 21, 1999
Gurley's Golden Recipe	75318730	July 2, 1997
Gurley's Golden Recipe	75124757	June 24, 1996
Pecan Harvest	75017892	November 13, 1995
Cinnamon Jazz	75017889	November 13, 1995
Professor Crumb's	74714702	August 14, 1995
Chug Nuts	74556166	July 29, 1994
Fireside	74446866	October 14, 1993
Fireside	74446865	October 14, 1993
CBC Consolidated Biscuit Co.	74075795	July 2, 1990
J P Rich & Tasty	73605988	June 23, 1986
Our Royal Crest	73500199	May 22, 1986

Buckeye Sparkling Dry	72064692	December 22, 1958
“NATURALLY” FAT-FREE	1,775,385	June 8, 1993
Native Grains	2,373,329	August 1, 2000
Danish Delights	1439387	May 12, 1987
Professor Crumb’s	Canadian Registration No. 466518	November 28, 1996
Professor Crumb’s	Mexican Registration No. 651505	April 28, 2000

COMMON LAW MARKS AND TRADE NAMES

-NONE-

REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS

-NONE-

TRADEMARK COLLATERAL AGREEMENT

This 19th day of June, 2003, CONSOLIDATED BISCUIT CO., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 312 Rader Road, McComb, Ohio 45858, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Fifth Third acting as such agent and any successor or successors to said Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith by and among Debtor, certain affiliates of Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-

To-Use Application as collateral security for the Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By William H. Varney
Name: William H. Varney
Title: Vice President of Finance

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]


TRADEMARK
REEL: 002762 FRAME: 0725

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By _____
Name: William H. Varney
Title: Vice President of Finance

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

By  _____
Name Timothy C. Keir
Title AVP

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 002762 FRAME: 0726

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

-NONE-