

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spartan Brands, Inc.		02/25/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Rosenthal & Rosenthal, Inc.
Street Address:	1370 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	868244	DUKE
Registration Number:	720758	DUKE
Registration Number:	2091535	DUKE
Registration Number:	864336	LUXURY CREME PRESS
Registration Number:	722085	RAVEEN

CORRESPONDENCE DATA	
Fax Number:	(212)356-0989
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 356 0920
Email:	clustgarten@rosenfact.com
Correspondent Name:	Chester Lustgarten
Address Line 1:	1370 Broadway
Address Line 2:	Rosenthal & Rosenthal, 2nd Fl
Address Line 4:	New York, NEW YORK 10018

NAME OF SUBMITTER:	Rosenthal & Rosenthal, Inc.
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Total Attachments: 4	TRADEMARK
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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, SPARTAN BRANDS, INC., a New York corporation (herein referred to as "*Assignor*"), with offices at 220 East 23rd Street, New York, NY 10010, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 2-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, Assignor and Rosenthal and Rosenthal, Inc. ("*Assignee*") are desirous of Assignee having a security interest and mortgage on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights (said Agreement, as it may hereafter be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "*Security Agreement*", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Assignor, and all reissues, extensions or renewals thereof and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a

security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1370 Broadway, New York, New York 10018.

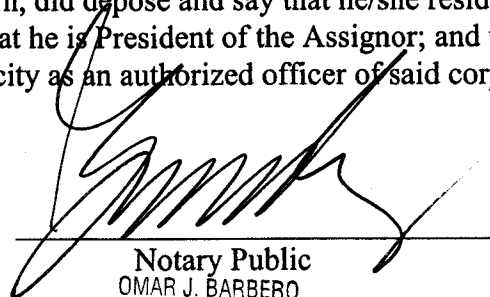
IN WITNESS WHEREOF, Assignor has duly executed or caused this Assignment to be duly executed as of February 25, 2004

SPARTAN BRANDS, INC.

By: _____
Name: Gary Grey
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26 day of February, 2004, before me personally appeared Gary Grey, to me known, who, being by me duly sworn, did depose and say that he/she resides at 323 East 50th Street, New York, NY 10022 and that he is President of the Assignor; and that he/she signed his/her name thereto in his/her capacity as an authorized officer of said corporation pursuant to such authority.



Notary Public
OMAR J. BARBERO
NOTARY PUBLIC, State of New York
No. 41-4799597
Qualified in Queens County
Commission Expires July 31, 2005

United States of America

JOHNSON United States of America DUKE 288525 10 Jan 1968 868244 15 Apr 1969 Registered DKEMCR-1

JOHNSON United States of America DUKE 106606 18 Oct 1960 720758 29 Aug 1961 Registered 16 811157

JOHNSON United States of America DUKE 74/383002 22 Apr 1993 2091535 26 Aug 1997 Registered 3 942211

JOHNSON United States of America LUXURY CREME PRESS 288520 10 Jan 1968 864336 28 Jan 1969 Registered 3 LCP003-1

JOHNSON United States of America RAVEEN 100609 11 Jul 1960 722085 26 Sep 1961 Registered 3 811158

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REEL: 002801 FRAME: 0232

RECORDED: 02/27/2004