

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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):

Fresh Brands, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 03/18/2004

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association

Internal

Address: 135 South LaSalle Street

Street Address: \_\_\_\_\_

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association National
- 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 registration number(s):

A. Trademark Application No.(s) 78/252218, 76/371093

B. Trademark Registration No.(s) 2820193, 2765261, 2757252, 2798702

Additional number(s) attached  Yes  No

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

Name: Heather L. Cain

Internal Address: Quarles & Brady LLP

Street Address: 411 East Wisconsin Avenue

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

17-0055

**DO NOT USE THIS SPACE**

9. Signature.

Heather L. Cain

Name of Person Signing

  
Signature

April 16, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$165.00 170055 78252218

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as of the 18<sup>th</sup> day of March, 2004 by and from FRESH BRANDS, INC. (the "Assignor"), a Wisconsin corporation, whose principal address is 2215 Union Avenue, Sheboygan, Wisconsin 53081, to and in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Assignee"), as Administrative Agent for the Lenders (as defined in the Guaranty and Security Agreement referenced below).

WHEREAS, Assignor and Assignee have entered into a Guaranty and Security Agreement of even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, The Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, This Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of 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 Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.

- b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all Proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment of Security Interest effective as of the above-indicated date.

FRESH BRANDS, INC.

By: *John Dahly*

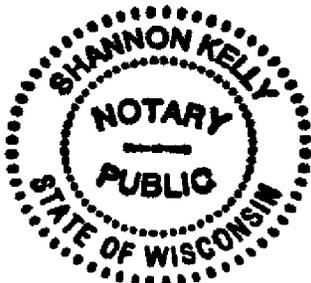
Name: JOHN H DAHLY

Title: EXEC VP & CFO

STATE OF WISCONSIN )  
Sheboygan COUNTY )

John Dahly, known to me to be the EXEC VP & CFO of FRESH BRANDS, INC., personally came before me this 30 day of March, 2004, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest on behalf of FRESH BRANDS, INC. and pursuant authority duly received.

(SEAL)



*Shannon Kelly*  
 Notary Public, State of Wisconsin  
 My Commission Expires: 10/8/06

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS

**TRADEMARK REGISTRATIONS**

<b>Registrant</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Fresh Brands, Inc.	FRESH BRANDS	2820193	03/02/2004
Fresh Brands, Inc.	MARKETCIRCLE	2765261	09/16/2003
Fresh Brands, Inc.	PAMPERED TO PERFECTION	2757252	08/26/2003
Fresh Brands, Inc.	THE PIG STOP and Design	2798702	12/23/2003

**TRADEMARK APPLICATIONS**

<b>Applicant</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Docket No.</b>
Fresh Brands, Inc.	BRAT CITY	78/252218	05/20/2003	
Fresh Brands, Inc.	FRESH ALERT	76/371093	02/14/2002	