

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fresh Brands Distributing, Inc.		03/30/2004	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2398071	ENTERTAINMENT EXTRAVAGANZA
Registration Number:	2398073	GREAT GOBBLER GIVEAWAY
Registration Number:	2654729	LAKEFEST
Registration Number:	2548914	PIG DEAL
Registration Number:	2317676	SHOP THE PIG
Registration Number:	1382468	TURKEY TOKENS

CORRESPONDENCE DATA

Fax Number: (414)271-3552
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414 277 5000
 Email: tm-dept@quarles.com
 Correspondent Name: Marta S. Levine
 Address Line 1: Quarles & Brady LLP
 Address Line 2: 411 East Wisconsin Avenue
 Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
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CH \$165.00 2398071

Total Attachments: 3

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**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 18th day of March, 2004 by and from FRESH BRANDS DISTRIBUTING, INC. (formerly known as SCHULTZ SAV-O STORES, 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 DISTRIBUTING, INC.

By: *[Signature]*

Name: JOHN H. RAFFLY

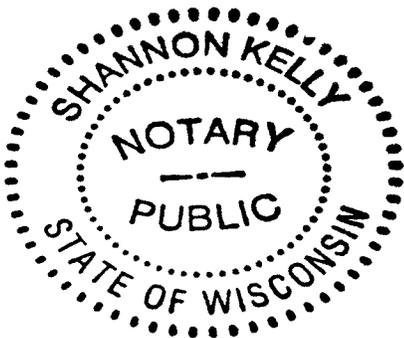
Title: EXEC VP & CFO

STATE OF WISCONSIN)
Sheboygan COUNTY)

John Dahly, known to me to be the Exec VP & CFO of FRESH BRANDS DISTRIBUTING, INC., personally came before me this 30th 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 DISTRIBUTING, INC. and pursuant authority duly received.

(SEAL)

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 10/8/2006



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

TRADEMARK REGISTRATIONS

Registrant	Mark	Reg. No.	Reg. Date
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	ENTERTAINMENT EXTRAVAGANZA	2398071	10/24/2000
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	GREAT GOBBLER GIVEAWAY	2398073	10/24/2000
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	LAKEFEST	2654729	11/26/2002
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	PIG DEAL	2548914	03/19/2002
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	SHOP THE PIG	2317676	02/15/2000
Schultz Sav-O Stores, Inc. (n/k/a Fresh Brands Distributing, Inc.)	TURKEY TOKENS	1382468	02/11/1986