

**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 |
|--------------------|-----------------|

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 18<sup>th</sup> 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: *John H. Paffly*

Name: JOHN H. PAFFLY

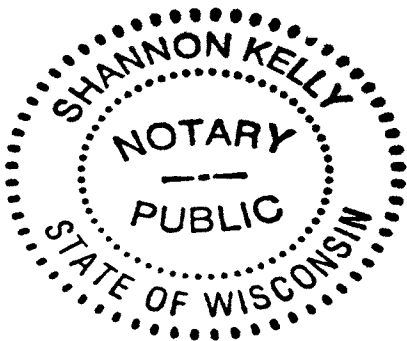
Title: EXEC VP & CFO

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 30<sup>th</sup> 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)

*Shannon Kelly*  
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**

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