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

To the Honorable Commissioner of Patents and Trademarks: Please review attached original documents or copy thereof.

1. Name of conveying party(ies):

RONDELE ACQUISITION, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other LIMITED LIABILITY COMPANY

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

2. Name and address of receiving party(ies)

Name: ASSOCIATED BANK, N.A.

Internal Address: PO BOX 59

Street Address: 303 S. FIRST STREET

City: WAUSAU State: WI Zip: 54401

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other WISCONSIN BANKING ASSOCIATION

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: AUGUST 30, 2003

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

A. Trademark Application No.(s)
76/180456

B. Trademark Registration No.(s)
2104250 2538049 2435595
1918175 1012351 2632934

Additional number(s) attached Yes No

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

Name: ATTORNEY DAVID J. ECKERT

Internal Address: _____

Street Address: PO BOX 1185

City: WAUSAU State: WI Zip: 54402-1185

6. Total number of applications and registrations involved: 7

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

Enclosed
 Authorized to be charged to deposit account

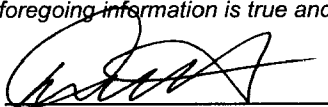
8. Deposit account number: _____

(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.

DAVID J. ECKERT  OCTOBER 3, 2003

Name of Person Signing Signature Date

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

10/14/2003 LHMILLER 00000214 76180456
01 FC:0521 40.00 OP
02 FC:0522 150.00 OP

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

TRADEMARK
REEL: 002843 FRAME: 0752

**AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This Amendment to Trademark Collateral Assignment and Security Agreement ("Amendment") is made, executed and delivered effective August 30, 2003 by and between **RONDELE ACQUISITION, LLC**, a Wisconsin limited liability company with its principal business office located at 8100 Highway K South, Merrill, Wisconsin 54452 (along with its successors and assigns, hereafter collectively referred to as "Borrower"), and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, f/k/a Associated Bank North, a Wisconsin banking association, with an office located at 303 S. First Avenue, Wausau, Wisconsin 54401 (along with its successors and assigns, hereafter collectively referred to as "Lender").

W I T N E S S E T H

WHEREAS, Borrower and Lender entered into that certain Trademark Collateral Assignment and Security Agreement dated December 10, 1998 (as at any time amended, modified or supplemented, the "Trademark Agreement"); and

WHEREAS, Borrower and Lender have entered into that certain Loan and Security Agreement (Restated) of even date herewith, (as at any time amended, modified or supplemented, the "Loan Agreement"), pursuant to which Lender has agreed to renew certain Obligations (as identified in Section 2 of the Loan Agreement) available to Borrower (the "Obligations" being hereinafter referred to as the "Loans"); and

WHEREAS, Lender has required as a condition, among other things, to the makings of the Loans to Borrower under the Loan Agreement, in order to secure the prompt and complete payment, observance and performance of all of the Obligations, that Borrower shall have executed and delivered this Amendment to Lender;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Security Interest in Additional Trademarks. Schedule 2.a. of the Trademark Agreement shall be amended to confirm previously granted trademarks and to add other trademarks which are registered or have an application pending at the United States Patent and Trademark Office, all of which are described in the attached schedule:

2. Incorporate Remaining Terms. All other terms and conditions of the Trademark Agreement shall remain in full force and effect as though incorporated herein in full.

SCHEDULE A**LIST OF TRADEMARKS**

Mark	Country	Registration/ Application Number	Date
Bagel Temptations	Canada	518575	10/22/99
Bagel Temptations	US	2104250	10/7/97
Jardiniere	Canada	330273	7/17/87
Pub Cheese	South Korea	378647	10/17/97
Pub Cheese & Design	US	1918175	9/12/95
Pub Cheese	US	2,538,049	2/12/02
Rondele	Canada	214768	7/9/76
Rondele	China	1119659	10/14/97
Rondele	Mexico	660,751	6/26/00
Rondele	New Zealand	258312	1/30/96
Rondele	Panama	Pending	Pending
Rondele	Phillippines	117908	Pending
Rondele	South Korea	391193	1/16/98
Rondele	Taiwan	777006	9/16/97
Rondele	US	1012351	6/3/75
Rondele Bagel Chips	US	2,435,595	3/13/01
Rondele Bread Essentials	US	2,632,934	10/8/02
Rondele Kitchens	US	76/180,456	Pending
Snack Pack	US	Common Law	N/A

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