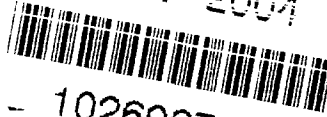


03-17-2004



102696799

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):
Plochman, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- 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: 03/01/2004

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal

Address: _____

Street Address: 1 Bank One Plaza

City: Chicago State: IL Zip: 60670

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) _____

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg LLP

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602-3801

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

502261

DO NOT USE THIS SPACE

9. Signature.

Nicole M. Walker

Name of Person Signing

Signature

03/11/04

Date

Total number of pages including cover sheet, attachments, and document: 6

03/16/2004 6TON11 00000050 502261 7640485

01 FC:0521 40.00 DA
02 FC:0522 300.00 DA

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

CONTINUATION 4B

TRADEMARK REGISTRATION NOS.

226,268

319,069

818,805

937,684

962,986

1,408,812

1,941,537

2,104,371

2,179,027

2,189,621

2,312,643

2,683,497

2,714,186

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

This First Amendment to Trademark Collateral Assignment and Security Agreement (the "Amendment") is made on the 1st day of March, 2004 between Plochman, Inc. ("Assignor") and Bank One, NA, successor in interest by merger to American National Bank and Trust Company of Chicago (the "Bank").

WHEREAS, the parties to this Amendment previously entered into that certain Trademark Collateral Assignment and Security Agreement which is dated November 1, 1996 (the "Original Agreement"); and

WHEREAS, pursuant to paragraph 6 of the Original Agreement, the parties desire to amend Schedule A of the Original Agreement to include all trademarks, trademark applications, and trademark registrations presently owned by Assignor so that all such trademarks, trademark applications, and trademark registrations identified in Schedule A to this Amendment will be deemed "Trademarks" as defined in the Original Agreement and henceforth will be subject to all the provisions of the Original Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Assignor and the Bank, the parties agree as follows:

1. Pursuant to paragraph 6 of the Original Agreement, Schedule A to the Original Agreement is hereby amended and restated in its entirety by replacing it with Schedule A to this Amendment. The parties recognize and agree that certain trademarks, trademark applications, and trademark registrations appear on both the original schedule and the replacement schedule attached hereto, and that such trademarks, trademark applications, and trademark registrations shall be referred to herein as "Legacies". Those trademarks, trademark applications, and trademark registrations appearing only on the replacement schedule attached hereto shall be referred to herein as "New Collateral."

2. Consistent with paragraph 1 of the Original Agreement, Assignor reaffirms its assignment to the Bank of the Legacies, and further assigns to the Bank all of the New Collateral, in each case directly in accordance with all of the terms of the Original Agreement, including without limitation paragraph 1 thereof. Accordingly, the parties agree and acknowledge that both the New Collateral and the Legacies shall constitute "Trademarks" as such term is defined in the Original Agreement and that henceforth both the New Collateral and the Legacies will be subject to all the provisions of the Original Agreement.

3. The parties agree and acknowledge that this Amendment shall be recorded in the United States Patent and Trademark Office.

4. All terms, provisions and conditions provided for in the Original Agreement and all terms, provisions, and conditions provided for in that certain Continuing Security Agreement dated May 31, 2002 between Assignor and the Bank shall continue in full force and effect unless expressly modified by this Amendment. As used in the Original Agreement, the terms "this

Agreement," "herein," "hereof," "hereto" and words of similar import shall, unless the context otherwise requires, mean the Original Agreement as amended by this Amendment.

5. This Amendment shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

6. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

ASSIGNOR:

PLOCHMAN, INC

By: 

Name: Carl M Plochman III

Title: President & CEO

BANK:

BANK ONE, NA

By: 

Name: Julie M. Overton

Title: AVP

SCHEDULE A

<u>MARK</u>	<u>SERIAL/REG. NO.</u>
CELEBRATIONS	76/404,858
CHICAGO FIRE	1,941,537
CHILI DOG	2,683,497
CREATING MAGIC WITH MUSTARD	2,189,621
KOSCIUSKO	1,408,812
MISCELLANEOUS DESIGN	2,312,643
MISCELLANEOUS DESIGN	937,684
PLOCHMAN	818,805
PLOCHMAN'S	962,986
PLOCHMAN'S "1852"	73/334,013
PLOCHMAN'S FREE	74/186,891
PLOCHMAN'S PREMIUM FREE	74/186,910
PREMIUM	226,268
PRETZEL MATE	2,179,027
RELTANG	319,069
SPICY PEPPA	2,104,371
THE MUSTARD LOVER'S	2,714,186

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