

09-22-2000



101465975

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8.29.00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
05 15 2000
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

09/21/2000 DMSJYEN 00000206 1621492

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002143 FRAME: 0644

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Angela Alvarez Sujek
Name of Person Signing

Angela Alvarez Sujek
Signature

7/25/00
Date Signed

AMENDMENT NO. 4 TO TRADEMARK AGREEMENT

THIS AMENDMENT NO. 4 ("Amendment") dated as of May 15, 2000 to that certain Trademark Agreement dated as of December 31, 1994 (as previously amended, "Agreement") by and between Consolidated Biscuit Co., an Ohio corporation (the "Grantor"), in favor of Comerica Bank, as successor agent to The Fifth Third Bank (the "Agent") for the Banks (the "Banks"), parties to the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 1, 1997. The Agreement was recorded with the United States Department of Commerce, Patent and Trademark Office on January 4, 1995 at Reel 1270/Frame 0192, Application No. 74-075795, Registration No. 1650937.

WHEREAS, Grantor and Agent have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

A. Attachment 1 to the Agreement is amended

(i) to add the following under Item A:

	<u>Country/Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	The Delicious, Crunchy Guilt Free Snack	1,621,492	11/6/90
U.S.	Guilt Free	1,621,493	11/6/90
U.S.	The Delicious Guilt Free Snack	1,621,494	11/6/90
U.S.	For Guilt Free Snacking	1,621,496	11/6/90

(ii) to add the following under Item E:

"Trademark License Agreement for "Guilt Free" trademark with Yarnell's Ice Cream Co., Inc. pursuant to letter agreement dated May 11, 1995."

B. Except as expressly modified hereby, the Agreement remains unaltered and in full force and effect. Grantor acknowledges that Agent has made no oral representations to Grantor with respect to the Agreement and this Amendment thereto and that all prior understandings between the parties are merged into the Agreement as amended by this writing.

C. This Amendment shall be considered an integral part of the Agreement, and all references to the Agreement in the Agreement itself or any document referring thereto shall, on and

after the date of execution of this Amendment, be deemed to be referenced to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: William H. Perry

Its: Vice President

COMERICA BANK, as Agent

By: Steph M. W. [Signature]

Its: Vice Pres.

TRADEMARK AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made December 31, 1994, by CONSOLIDATED BISCUIT CO., an Ohio corporation, ("CBC" or the "Grantor"), in favor of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland", New York Branch, as agent (the "Agent") for the Banks (the "Banks"), as parties to the Credit Agreement (as hereinafter defined);

W I T N E S S E T H :

WHEREAS, CBC, the Banks and the Agent are parties to the Amended and Restated Revolving Credit and Term Loan Agreement dated December 31, 1994 (as amended, modified or supplemented and in effect immediately prior to the date hereof, the "Credit Agreement"), pursuant to which the Banks have agreed to extend credit to CBC on the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to extending credit under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Agent, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, all of the

TRADEMARK

REEL 1270 FRAME 193

following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, (all of the foregoing items in this clause (a) being collectively called a "Trademark"), including, without limitation, those referred to in Item A of Attachment 1 hereto;

B. all Trademark licenses, including those referred to in Item B of Attachment 1 hereto;

C. all renewals, reissues, continuations, extensions or the like of any patents, copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (a), and (b);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (a) and (b);

E. all rights of action on account of past, present and future unauthorized use of any of said inventions, copyrights, trademarks or service marks and for infringement of said patents, copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for patents, copyrights, and for registration of trademarks and service marks on any of said inventions, copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

TRADEMARK

REEL 270 FRAME 194

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Secured Obligations and the termination of the Facility A and Facility B Commitments under the Credit Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION VI. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

TRADEMARK

REEL 1270 FRAME 195

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONSOLIDATED BISCUIT CO.

By: James M. Appold
Name: James M. Appold
Title: President

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., as Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

REEL 1270 FRAME 196
TRADEMARK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONSOLIDATED BISCUIT CO.

By: _____
Name:
Title:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., as Agent *md*

By: *Michael J. Butz*
Name: MICHAEL J. BUTZ
Title: VICE PRESIDENT

By: *W. Jeffrey Vollack*
Name: W. JEFFREY VOLLACK
Title: VICE PRESIDENT

TRADEMARK

REEL 1270 FRAME 197

ATTACHMENT 1
to
AGREEMENT
(Trademark)

Item A. Trademarks

Registered Trademarks
Consolidated Biscuit Co.

<u>Country/Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S. CBC CONSOLIDATED BISCUIT COMPANY and Design	1,650,937	7/16/91
U.S. I'M A NATURAL	1,649,168	6/25/91
U.S. FORGET-ME-NOTS	1,642,470	4/23/91
U.S. R ROYAL CREST and Design	1,426,743	1/27/87
U.S. RICH & TASTY	1,445,436	6/30/87
U.S. DANISH DELIGHT	1,439,387	5/12/87
U.S. Belinda Trucking, Inc. and design	1,270,281	3/13/84
U.S. Cactus & Wagon Wheel Design	1,297,856	9/25/84
U.S. Cheese Puffys	1,101,635	9/5/78
U.S. Gibble's	1,121,092	6/26/79
U.S. Gilbert Gibble Design	1,422,095 /	12/23/86
U.S. Grandpa Gibble's	1,445,416	6/30/87
U.S. "Grandpa" Gibble's Slow Cooked Potato Chips and Design	1,453,357 /	8/18/87
U.S. I'm Gilbert Gibble	1,418,497 /	11/25/86

TRADEMARK

REEL 1270 FRAME 198

U.S.	Millhouse Design	1,297,855	9/25/84
U.S.	Mr. G	1,175,367	10/27/81
U.S.	Nibble With Gobble's	1,122,486	7/17/79
U.S.	Nibble With Gobble's and Design	1,199,711	6/29/82
U.S.	"J" Johnson's Registered February 22, 1983	1,228,634 /	2/22/83
U.S.	Pub Nuts	1,434,849 /	3/31/87
U.S.	Arctic-Pops	R0994788	10/1/84

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	Mr. C's Application for registration is pending Consolidated Snacks, Inc. is in the process of negotiating an assignment of this trademark to Snack Food Distributors, Inc.		

Trademark Applications in Preparation

NONE

Item E. Trademark Licenses

None

TRADEMARK

REEL 270 FRAME 199

RECORDED
PATENT & TRADE MARK OFFICE

JAN -4 95

AMENDMENT NO. 1 TO TRADEMARK AGREEMENT

THIS AMENDMENT NO. 1 ("Amendment") dated as of April 8, 1997 to that certain Trademark Agreement dated as of December 31, 1994 ("Agreement") by and between Consolidated Biscuit Co., an Ohio corporation, ("CBC" or the "Grantor"), in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland," New York Branch, as agent (the "Agent") for the Banks (the "Banks"), as parties to the Credit Agreement (as hereinafter defined). The Agreement was recorded with the United States Department of Commerce, Patent and Trademark Office on January 4, 1995 at Reel 1270/Frame 0192, Application No. 74-075795, Registration No. 1650937.

WHEREAS, Grantor and Agent have agreed to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

A. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Agreement.

B. Pursuant to a separate Sale and Assignment of even date, the interest of the Agent under the Agreement has been assigned to The Fifth Third Bank. Accordingly, the Agent is hereby changed from Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland," New York Branch to The Fifth Third Bank. All references in the Agreement to Agent are hereby changed to read "The Fifth Third Bank, as agent."

C. Except as expressly modified hereby, the Agreement remains unaltered and in full force and effect. Grantor acknowledges that Agent has made no oral representations to Grantor with respect to the Agreement and this Amendment thereto and that all prior understandings between the parties are merged into the Agreement as amended by this writing.

D. This Amendment shall be considered an integral part of the Agreement, and all references to the Agreement in the Agreement itself or any document referring thereto shall, on and after the date of execution of this Amendment, be deemed to be reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: William H. Verney

Its: Vice President

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
New York Branch, as predecessor agent

By: _____

Its: _____

AND

By: _____

Its: _____

THE FIFTH THIRD BANK, as successor agent

By: _____

Its: _____

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: _____

Its: _____

**COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,**
New York Branch, as predecessor agent *mk*

By: *Kathleen M. Auda*

Its: Kathleen M. Auda
Vice President

AND

By: *Michael de...*

Its: Deputy General Secretary

THE FIFTH THIRD BANK, as successor agent

By: _____

Its: _____

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: _____

Its: _____

COÖPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK B.A.,
New York Branch, as predecessor agent

By: _____


Its: _____

AND

By: _____

Its: _____

THE FIFTH THIRD BANK, as successor agent

By: 

Its: VICE PRESIDENT

AMENDMENT NO. 2 TO TRADEMARK AGREEMENT

THIS AMENDMENT NO. 2 ("Amendment") dated as of July 11, 1997 to that certain Trademark Agreement dated as of December 31, 1994 (as previously amended, "Agreement") by and between Consolidated Biscuit Co., an Ohio corporation, ("CBC" or the "Grantor"), in favor of The Fifth Third Bank, as agent (the "Agent") for the Banks (the "Banks"), as parties to the Credit Agreement (as hereinafter defined). The Agreement was recorded with the United States Department of Commerce, Patent and Trademark Office on January 4, 1995 at Reel 1270/Frame 0192, Application No. 74-075795, Registration No. 1650937.

WHEREAS, Grantor and Agent have agreed to amend the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

A. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Agreement.

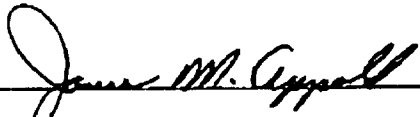
B. Pursuant to a separate letter agreement The Fifth Third Bank has resigned as Agent. Comerica Bank has been appointed successor Agent pursuant to the terms of the Credit Agreement. Accordingly, the Agent is hereby changed from The Fifth Third Bank to Comerica Bank. All references in the Agreement to Agent are hereby changed to read "Comerica Bank, as agent."

C. Except as expressly modified hereby, the Agreement remains unaltered and in full force and effect. Grantor acknowledges that Agent has made no oral representations to Grantor with respect to the Agreement and this Amendment thereto and that all prior understandings between the parties are merged into the Agreement as amended by this writing.


D. This Amendment shall be considered an integral part of the Agreement, and all references to the Agreement in the Agreement itself or any document referring thereto shall, on and after the date of execution of this Amendment, be deemed to be reference to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.


CONSOLIDATED BISCUIT CO.

By: 
Its: President

COMERICA BANK, as successor agent

By: 
Its: Vice President

THE FIFTH THIRD BANK, as predecessor agent

By: 
Its: Vice President

AMENDMENT NO. 3 TO TRADEMARK AGREEMENT

THIS AMENDMENT NO. 3 ("Amendment") dated as of January 3, 2000 to that certain Trademark Agreement dated as of December 31, 1994 (as previously amended, "Agreement") by and between Consolidated Biscuit Co., an Ohio corporation (the "Grantor"), in favor of Comerica Bank, as successor agent to The Fifth Third Bank (the "Agent") for the Banks (the "Banks"), parties to the Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 1, 1997. The Agreement was recorded with the United States Department of Commerce, Patent and Trademark Office on January 4, 1995 at Reel 1270/Frame 0192, Application No. 74-075795, Registration No. 1650937.

WHEREAS, Grantor and Agent have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

A. Section IV of the Agreement is amended to add the words "and Facility C Commitment" following the words "Facility B Commitment" in the third line thereof.

B. Attachment 1 to the Agreement is amended as follows:

1. The following is added under Item A:

"U.S. GREGS	659,608
U.S. SUNNY	75/712292
U.S. SUNNY AND DESIGN	1,386,198
U.S. SUNNY AND DESIGN	75/694103 (Office Action Pending)"

2. The following is added under the heading "Pending Trademark Applications":

"U.S. Chadwick Farms"

3. Item B on Attachment 1 to the Agreement is amended to read as follows:

"Item B. Trademark Licenses

<u>Country</u>	<u>Trademark</u>	<u>Registration No."</u>
U.S.	JACKSON'S and Design	1,918,134

C. Except as expressly modified hereby, the Agreement remains unaltered and in full force and effect. Grantor acknowledges that Agent has made no oral representations to Grantor

with respect to the Agreement and this Amendment thereto and that all prior understandings between the parties are merged into the Agreement as amended by this writing.

D. This Amendment shall be considered an integral part of the Agreement, and all references to the Agreement in the Agreement itself or any document referring thereto shall, on and after the date of execution of this Amendment, be deemed to be referenced to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: William H. Wemy

Its: Vice President

COMERICA BANK, as Agent

By: _____

Its: _____

with respect to the Agreement and this Amendment thereto and that all prior understandings between the parties are merged into the Agreement as amended by this writing.

D. This Amendment shall be considered an integral part of the Agreement, and all references to the Agreement in the Agreement itself or any document referring thereto shall, on and after the date of execution of this Amendment, be deemed to be referenced to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Amendment by their duly authorized officers as of the date first above written.

CONSOLIDATED BISCUIT CO.

By: _____

Its: _____

COMERICA BANK, as Agent

By: *Steph J. Colston*

Its: *Vice President*

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