

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brechet & Richter Company	08/12/2004
RECEIVING PARTY DATA	
Name:	Spectrum Commercial Services Company
Street Address:	Two Appletree Square
Internal Address:	Suite 415
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55425
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6579546
CORRESPONDENCE DATA	
Fax Number:	(612)642-8409
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612 672 8209
Email:	melissa.aubin@maslon.com
Correspondent Name:	Melissa K. Aubin, Paralegal
Address Line 1:	90 South Seventh Street
Address Line 2:	3300 Wells Fargo Center
Address Line 4:	Minneapolis, MINNESOTA 55402
NAME OF SUBMITTER:	Melissa K. Aubin

Total Attachments: 5
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PATENT COLLATERAL ASSIGNMENT

This Agreement is made on this 12th day of August, 2004, by and among Brechet & Richter Company, a Minnesota corporation, having a mailing address at 6005 Golden Valley Road, Minneapolis, MN 55426 ("Customer") and SPECTRUM Commercial Services Company, a Minnesota corporation, having a mailing address at Two Appletree Square, Suite 415, Bloomington, MN 55425 ("SPECTRUM").

Background. Customer has executed and delivered to SPECTRUM a General Credit and Security Agreement dated December 31, 2002 whereby SPECTRUM may make loans to Customer (said Credit and Security Agreement as amended from time to time is referred to herein as the "Credit Agreement"). As a part thereof, Customer has agreed to assign to SPECTRUM certain Patent rights.

NOW, THEREFORE, in consideration of the premises, Customer hereby agrees with SPECTRUM as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Credit Agreement), Customer hereby grants, assigns, and conveys to SPECTRUM the entire right, title and interest in and to the Patent applications and Patents listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").
2. Customer covenants and warrants that:
 - a. The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - b. To the best of Customer's knowledge, each of the Patents is valid and enforceable and Customer has notified SPECTRUM in writing of all prior art (including public uses and sales) of which it is aware;
 - c. Customer is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Customer not to sue third persons; and
 - d. Customer has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Customer agrees that, until all of the Obligations (as defined in the Credit Agreement) shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Customer's obligations under this Agreement, without SPECTRUM's prior written consent.
4. If, before the Obligations shall have been satisfied in full, Customer shall obtain rights to any new Patentable inventions, or become entitled to the benefit of any Patent application or Patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Customer shall give to SPECTRUM prompt notice thereof in writing hereof.
5. Customer authorizes SPECTRUM to modify this Agreement by amending Schedule A to include any future Patents and Patent applications which are Patents directly or indirectly related to the subject matter of the patents described under paragraph 1 or paragraph 4 hereof.
6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), SPECTRUM hereby grants to Customer the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Customer's own benefit and account and for none other. Customer agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Customer in this paragraph 6, without the prior written consent of SPECTRUM.
7. If any Event of Default shall have occurred and be continuing, Customer's license under the Patents as set forth in paragraph 6, shall terminate forthwith, and the SPECTRUM shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, the SPECTRUM may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Customer, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Minneapolis, Minnesota, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Customer may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Customer. Notice of any sale or other disposition of the Patents shall be given to Customer at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Customer hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note (as defined in the Credit Agreement) or SPECTRUM may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right or redemption on the part of Customer, which right is hereby waived and released.

8. At such time as Customer shall completely satisfy all of the Obligations, this Agreement shall terminate and SPECTRUM shall execute and deliver to Customer all deeds, assignments and other instruments that may be necessary or proper to re-vest in Customer full title to the Patents, subject to any disposition thereof which may have been made by SPECTRUM pursuant hereto.
9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by SPECTRUM in connection with preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, or in otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Customer on demand by SPECTRUM and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.
10. Customer shall have the duty, through counsel reasonably acceptable to SPECTRUM, to prosecute diligently any Patent applications of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and to preserve and maintain all rights in Patent applications and Patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Customer. The Customer shall not abandon any right to file any pending Patent application or Patent without the consent of the SPECTRUM, which consent shall not be unreasonably withheld.
11. Customer shall have the right, with the consent of SPECTRUM, which shall not be unreasonably withheld, to bring suit in its own name, and to join SPECTRUM, if necessary, as a party to such suit so long as SPECTRUM is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Customer shall promptly, upon demand, reimburse and indemnify SPECTRUM for all damages, costs and expenses, including legal fees, incurred by SPECTRUM pursuant to this paragraph 11.
12. No course of dealing between Customer and SPECTRUM, nor any failure to exercise, nor any delay in exercising, on the part of SPECTRUM, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
13. All of SPECTRUM's rights and remedies with respect to the Patents, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision of this Agreement in any jurisdiction.

- 15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.
- 16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered on the day and year first above written.

BRECHET & RICHTER COMPANY

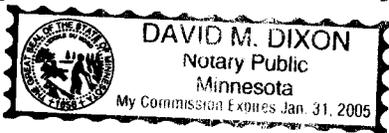
By: Tom Moore
 Its: President

SPECTRUM COMMERCIAL SERVICES COMPANY

By: Steven Lowenthal
 Its: CO-CEO

STATE OF MINNESOTA)
)
 COUNTY OF Dakota) ss.

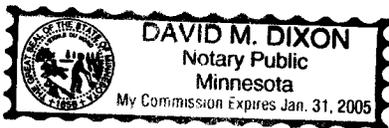
The foregoing instrument was executed and acknowledged before me on this 12th day of August, 2004, by Thomas J. Moore, Jr., the President of Brechet & Richter Company, a Minnesota corporation, on behalf of said corporation.



[Signature]
 Notary Public

STATE OF MINNESOTA)
)
 COUNTY OF Dakota) ss.

The foregoing instrument was executed and acknowledged before me on this 12th day of August, 2004, by Steven I. Lowenthal, the Co-CEO of SPECTRUM Commercial Services Company, a Minnesota corporation, on behalf of said corporation.



[Signature]
 Notary Public

SCHEDULE A
To Patent Collateral Assignment

Patent	Patent Number	Date
Method of making microwaveable yeast-leavened bakery product containing dough additive	6,579,546	June 17, 2003