

05-19-1998

MRP 5-13-98



To the Honorable Commissioner of Patents and Trademarks

100715756

Send original documents or copy thereof.

1. Name of conveying party(ies):
 Select-Canfield Enterprises, L.L.C.
 Individuals
 General Partnership - Limited Partnership
 Corporation - Delaware
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: Bankers Trust Company
 Internal Address: _____
 Street Address: 130 Liberty Street
 City: New York State: New York ZIP: 10006
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other _____

3. Nature of conveyance:
 Assignment _____ Merger _____
 Security Agreement _____ Change of Name _____
 Other _____
 Execution Date: May 1, 1998

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)

 Additional numbers attached Yes No

Trademark Registration No.(s)
 1,411,874
 1,510,359
 1,566,268

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Robert Friedrich, Esq.
 Internal Address: White & Case

 Street Address: 1155 Avenue of the Americas

 City: New York State: NY ZIP: 10036-2787

6. Total number of applications and registrations involved: 3

 7. Total fee (37 CFR 3.41): \$90.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
23-1705
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/14/1998 DCOATES 00000139 1411874

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

Meredith Schorr

Name of Person Signing

Signature

5/12/98
date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Schedule A to
Assignment of Trademarks and Patents

SELECT-CANFIELD ENTERPRISES, L.L.C.

Mark	Registration/ Application Number	Country/State	Date of Filing
JUICYFUL	1,411,874	U.S.	September 30, 1986
UPTOWN	1,510,359	U.S.	October 25, 1988
WATERTOWE R	1,566,268	U.S.	November 14, 1989
UP-TOWN	475196	Benelux	

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

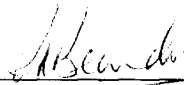
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Select-Canfield Enterprises, L.L.C., a Delaware corporation (the "Assignor") with principal offices at 7955 S. Cass Avenue, Suite 201, Darien, Illinois 60561, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of May 1, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

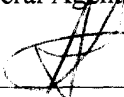
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 1st day of May, 1998.

SELECT-CANFIELD ENTERPRISES,
L.L.C., Assignor

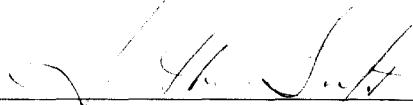
By 
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Assignee

By 
Name: ANTHONY LOGRIPPO
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1st day of May, 1998, before me personally came Richard Beardon who, being by me duly sworn, did state as follows: that he is President and COO of Select-Canfield Enterprises, L.L.C., that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

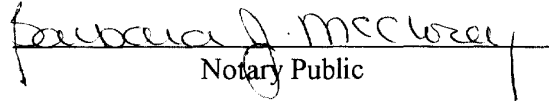


Notary Public

JONATHAN SENFT
Notary Public, State of New York
No. 0156608682
Qualified in New York County
Commission Expires April 20, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1st day of May, 1998, before me personally came Anthony Logrippo who, being by me duly sworn, did state as follows: that he is Vice President of Bankers Trust Company that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that he did so by authority of the Board of Directors of said company.


Notary Public

BARBARA J. McCLOREY
Notary Public, State of New York
No. 30-4894231
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires May 11, 1999