

05-19-1998

Form PTO-1594
1-31-92

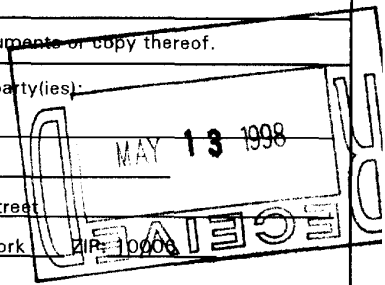
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Pa

100715755

ed 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 X 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

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

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 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)

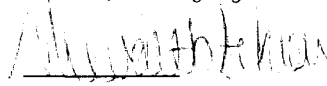
Trademark Registration No.(s)
 1,221,126
 Additional numbers attached X Yes No

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: 30
 7. Total fee (37 CFR 3.41): \$515.00
 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 00000140 1221126
 01 FC:481 40.00 OP
 02 FC:482 475.00 OP

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  5/13/98
 Name of Person Signing Signature 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, INC.

Mark	Registration/ Application Number	Country/State	Date of Filing
NO-CAF	1,221,126	U.S.	December 21, 1982
CANFIELD'S & design	740,273	U.S.	November 6, 1962
MICKEY MELON	1,337,051	U.S.	May 21, 1985
HAWAIIAN PINEAPPLE	1,375,303	U.S.	December 10, 1985
CANFIELD'S & design	1,343,117	U.S.	June 18, 1985
CHERRY-OLA	828,265	U.S.	May 2, 1967
GRAF'S	406,221	U.S.	March 14, 1944
GRAF'S	900,859	U.S.	October 13, 1970
GRAN'PA GRAF'S	1,056,693	U.S.	January 18, 1977
SWISS CREME & design	853,301	U.S.	July 23, 1968
COUNTRY MIST	1,742,469	U.S.	December 22, 1992
SYMBOL OF EXCELLENCE & design	938,156	U.S.	July 18, 1972
HEE HAW (Stylized)	1,775,407	U.S.	June 8, 1993

NY02A/216713.1

TRADEMARK
REEL: 1727 FRAME: 0209

CHICAGO COW	1,840,061	U.S.	June 14, 1994
SPRING MIST	1,796,051	U.S.	September 28, 1993
STRAWBERRY SUPREME	950,437	U.S.	January 9, 1973
WILDWOOD	992,083	U.S.	August 27, 1974
CANFIELD'S	976,004	U.S.	January 1, 1974
AQUA CLEAR	2,024,241	U.S.	December 17, 1996
ALLIGATOR design	1,890,901	U.S.	April 18, 1995
DANCING CARBONATION	30992	Illinois	January 14, 1955
FIFTY-FIFTY	31090	Illinois	March 11, 1995
50-50	31836	Illinois	April 6, 1986
HONEE ORANGE	48079	Illinois	August 31, 1979
GRAF'S 50-50	9131	Missouri	June 9, 1986
GRAF'S DIET 50-50	9130	Missouri	June 9, 1986
HONEE ORANGE	5009-2140	Indiana	August 22, 1979
HONEE ORANGE	18242	Wisconsin	June 1971
DANCING CARBONATION	18240	Wisconsin	June 1971
50-50	26090	Wisconsin	

GRAN'MA GRAF'S & design	24232	Wisconsin	May 6, 1977
CANFIELD'S CLEAR	unregistered		
RED POP	unregistered		
50/50	unregistered		
HERE COMES THE FUDGE	unregistered		
I FUDGED ON MY DIET	unregistered		
CANFIELD'S	475195	Benelux	
CANFIELD'S	322701	Canada	
CHOCOLATE FUDGE	321115	Canada	
CANFIELD'S	153000	Colombia	
CANFIELD'S	82288	Costa Rica	
CANFIELD'S	T/83619	Israel	
CANFIELD'S	2217270	Japan	
50/50 (Stylized)	409704	Mexico	
50/50 (Stylized)	3837	Peru	
50/50 (Stylized)	90.938	Costa Rica	
CANFIELD'S	1259	Peru	

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

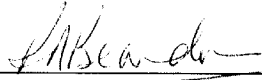
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Select-Canfield, Inc., a Delaware corporation (the "Assignor") with principal offices at 7955 S. Cass Avenue, Suite 201, Darien, Illinois 60561, hereby assigns and grants to Bankers Trust Company, as Collateral 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 at New York, New York as of the 1st day of May, 1998.

SELECT-CANFIELD, INC., Assignor

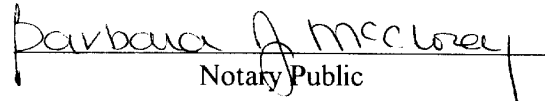
By 
Name:
Title:

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 Anthony Logrippo, who, being by me duly sworn, did depose and say 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

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 depose and say that he is President and COO of Select-Canfield, Inc., 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. 01SE6005682
Qualified in New York County
Commission Expires April 20, 2001