03	-09-1999
Form PTO-1594	U.S. Department of Commerce
	Patent and Trademark Office
To the Honorable Commissioner of Patents	00978997 documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies):
METZ BAKING COMPANY	Name: DLJ Capital Funding, Inc. as collateral agent
520 Lake Cook Road MAR 0 4 1999 0	
Deerfield, Illinois 60015	Internal Address: 17th Floor
□ Individual(s) □ Association	
☐ General Partnership ☐ Limited Part Corporation - Iowa	0
□ Other	Street Address: 277 Park Avenue
Additional name(s) of conveying party(ies) attached? □Yes No	
3. Nature of conveyance:	City: New York State: NY ZIP: 10172
- Warren	Country:
□ Assignment □ Merger	□ Individual(s) citizenship □ Association
■ Security Agreement □ Change of Name	I □ General Partnership
	□ Limited Partnership □ Corporation-State Delaware
□ Other:	Other
Execution Date: March 16, 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 trademark number(s): If this document is being filed together with a new application,	the execution date of the application is
A. Trademark Application No.(s)	B. Trademark No.(s)
74/644,907	951,448 1,192,604 650,597 1,253,130
74/437,867	1,199,769 1,301,980 735,744 1,447,781
	1,253,130 1,350,909 789,403 1,228,651 1,442,341 847,111
	1,228,651 1,442,341 847,111 762,422 1,507,144 1,364,812
	994,051 617,936 1,211,776
Additional numbers attact	hed □Yes ⊠No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and trademarks involved: 22
Name: Nora A. Whitescarver	
	7. Total fee (37 CFR 3.41): <u>\$565.00</u>
Internal Address: Mayer, Brown & Platt	■ Enclosed (Check No. 16464)
	(
Street Address: <u>2000 Pennsylvania Avenue, NW</u>	□ Authorized to be charged to deposit account
Suite 3900	
City: <u>Washington</u> State: <u>DC</u> ZIP: 20006	8. Deposit account number:
	(Attach duplicate copy of this page if paying by deposit account)
IGUYEN 00000017 951448 DO NOT US	E THIS SPACE
40.00 OP 525.00 OP	S AND GRAD
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing informationing original document.	on is true and correct and any attached copy is a true copy of the
Mar All	1/2.4
Nora A. Whitescarver	March 3, 1999
Name of Person Signing S	ignature Date
Total number of pages comprising cov	er sheet and document attachments: 18

03/09/1999

01 FC:481 02 FC:482

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of March 16, 1998, is made between METZ BAKING COMPANY, an Iowa corporation (the "<u>Grantor</u>"), and DLJ CAPITAL FUNDING, INC., as collateral agent (together with any successor(s) thereto in such capacity, the "<u>Collateral Agent</u>") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, each of the other Revolving Credit Borrowers named therein, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), the Agents, the Documentation Agent named therein and the Collateral Agent, the Lenders and the Issuer have extended Revolving Credit Commitments to make Revolving Credit Extensions to the Revolving Credit Borrowers (including the Grantor);

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Revolving Credit Borrowers Security Agreement, dated as of March 16, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to clause (g) of Section 4.1.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Revolving Credit Extensions to the Revolving Credit Borrowers (including the Grantor) pursuant to the Credit Agreement and each Revolving Credit Extension (including the initial Revolving Credit Extensions) to the Revolving Credit Borrowers (including the Grantor), and to issue and participate in Revolving Credit Letters of Credit for the account of the Revolving Credit Borrowers (including the Grantor), pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

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- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.
- SECTION 2. 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 Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:
 - (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective 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 a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;
 - (b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item B of Attachment 1 attached hereto;
 - (c) all reissues, extensions or renewals of any of the items described in <u>clauses</u> (a) and (b);
 - (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b);
 - (e) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
 - (f) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

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-2-

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral 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 Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of Collateral in accordance with the Credit Agreement or (ii) the payment in full of all Secured Obligations, the termination or expiration of all Revolving Credit Letters of Credit (or the cash collateralization (on terms and conditions satisfactory to the Agents and the Issuer) of all Reimbursement Obligations in respect of such Revolving Credit Letters of Credit) and the termination of all Commitments, the security interest granted herein shall automatically terminate with respect to (x) such Collateral (in the case of clause (ii)) or (y) all Collateral (in the case of clause (iii)). Upon any such termination, the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination. Upon any sale or other transfer of Collateral permitted by the terms of Section 8.1.1 of the Credit Agreement, the security interest created hereunder in such Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Collateral Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent 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 6. Revolving Credit Document, etc. This Agreement is a Revolving Credit 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 7. 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.

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-3-

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.

METZ BAKING COMPANY
By: 1/4 5 = 15/1
Title:
DLJ CAPITAL FUNDING, INC., as Collateral Agent
By:
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DLJ CAPITAL FUNDING, INC., as Collateral Agent

Harold J. Philipps Managing Director

▼.		T 1 1	
Item	Δ	Trademarks	3
ILCIII	<i>1</i> 3.	Liaucillaik	3

Registered	Trademarks

*Country

Trademark

Registration No.

Registration Date

SEE ANNEX I ATTACHED HERETO.

Pending Trademark Applications

*Country

Trademark

Serial No.

Filing Date

Trademark Applications in Preparation

*Country

Trademark

Docket No.

Expected Filing Date

Products/ Services

Item B. Trademark Licenses

*Country or

Trademark

Licensor

Effective

Expiration

<u>Territory</u>

Licensee

Date

Date

SEE ANNEX I ATTACHED HERETO.

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List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

ANNEX I

U.S. TRADEHARKS

Mark	Reg. No.	Registration Date	Renewal Date	Pirst Use	Goods
COUNTRY STYLE	951446		(01/23/93)*		
HASTER	1199769	06/29/1982	07/29/2002	10/00/30	Breads, buns, rolls
GOLDEN HEARTH	1253130		10/04/2003		
NATURE'S HARVEST	1228651	02/22/1983	02/22/2003	03/00/78	Bread, bakery goods, rolls, stuffing mix
FROTOPAKT	762422		12/31/2003		
GARDNER'S	994051	09/24/1974	09/24/94	1926	Breads, rolls, cakes, patries
BUTTERCHARM FARMS	1192604	03/23/82	03/23/2002	11/00/80	Croutons and stuffing (bread and sea-soning mixture)
MRS. CARVER'S	1701580	10/23/64	15/23/2004	09/00/78	Fruit cake, nut cake, rum cake, pudding, hard sauce, fruit cake, dessert bars, bakery goods, fruit and nut bars, cookies
COVERED WAGON	7350909	07/23/85	D7/23/2005	05/00/41	Bakery goods

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⁻ May have lapsed.

Mark	Req. No.	Registration Date	Rezewal Date	Pirst Vse	<u>Goods</u>
IGEKVIST	1442341	DE/09/87	07/09/2007	1922	Bread, biscuits, cakes, patries
PRICE PRESS	2507144		10/04/2008		
YE OLDE INGLISH & DISIGN	617936	12/20/55	12/20/85	11/00/20	Fruit Cakes
TREUND & DESIGN	£50597	08/20/57	08/20/97	1921	Bread, rolls, cakes and pies
GOLDEN HEARTH	735744	08/07/62	08/07/2002	09/00/60	Partially baked and fully baked soft rolls
YE CLDE ENGLISH	789403	05/11/65	05/11/2005	11/00/20	Bakery products - namely fruit cakes
OLD EUROFE	847111	04/02/68	04/02/2008	10/00/66	Fruit cake
SEASON'S DELIGHT	1364812	08/11/81	08/11/2011	09/00/79	Fruit take
OLD SETTLER	1211776	10/05/82	10/05/2002	1960	Bread and bakery goods - bread, buns, rolls
GOLDEN HEARTH	1253130	10/04/83	10/04/2003	09/00/68	
PIONEER			12/31/2003		

U.S. TRADEMARKS

Mark	Reg. No.	Registration Date	Renewal Date	Pirst Use	<u>Goods</u>
DESIGN ONLY	1447781	7/14/87	7/14/2007	12/7/81	Bakery products, namely breads

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	<u>Status</u>	Goods
SUSIE SWEETS	74/644,907	3/8/95	Pending; not assigned to examiner	Bakery goods, namely cakes, pastries, and pies
PHONE HOME FOR THE HOLIDAYS	74/437,867	9/20/93	Pending; published for opposition	Promotional game materials

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STATE TRADERARES

Nurk	State	Rec. No.	Registration Date	Repowel Date	Goods
AUNT MARY'S	IL	DD43478	10/7/74		Foods and Ingredients of Foods
COVIRID WAGON [American Bakeries Co. of Chicago, Ill. is listed as the current owner]	WS			10/05/2003	Foods and Ingredients of Foods
THE HUDSON BAY HILLING COMPANY	11	. 0053066	5/4/83	(5/04/93)*	Foods and Ingredients of Foods
DINNER BELLE	Ю	0000643	4/24/71	4/24/2001	Bread and Bakery Products
MASTER	co	0020428	11/20/81	11/20/2001	Foods and Ingredients of Foods
HASTER	ıx	0003719	11/20/91	11/20/2001	Foods and Ingredients of Foods
MASTER	KS	Not Listed	1234	8/22/2001	Stuffing mixes, burs, rolls, croutons
HASTER	ми	0007527	12/1/81	12/01/2001	Foods and Ingredients of Foods
KASTER	МО	-0011706	31/21/91	11/20/2001	Bakery Products
NASTER	NE	0677035	Renewed 8/15/91	8/15/2001	Not Listed
MASTER	ND	5402500	Renewed . 12/2/91	12/02/2001	Foods and Ingredients of Foods
NASTER & Design	SD	not listed	Renewed 11/20/91	11/20/2001	Foods and Ingredients of Foods

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^{*} May have lapsed.

Mark	State	Reg. Nc.	Registration Date	Renewal Date	Goods
HASTER	דט	0025693	11/23/E1	11/24/2001	Foods and Ingredients of Foods
HASTER	WS	0911106	11/6/91	11/06/2001	Bakery Products
KASTER	WY	0003218	Renewed 12/1/91		Bakery Products
MASTER IS GOOD EREAD	CO	DD20429	11/20/81		Foods and Ingredients of Foods
MASTER IS GOOD BREAD	IX	D003720	11/20/81		Foods and Ingredients of Foods
MASTER IS GOOD EREAD	XS	Not Listed	10/30		Breads, buns, stuffing mixes
MASTER IS GOOD BREAD	MN	0007526	12/1/81		Foods and Ingredients of Foods
nature 's Harvest	co	0018996	3/5/81	3/05/2001	Foods and Ingredients of Foods
NATURE'S HARVEST	IA	0003409	renewed - 3/3/91 -	3/03/2001	Foods and Ingredients of Foods
NATURE'S HARVEST	KS	Not Listed	3/1/78	3/23/2081	Stuffing mixes, bread, buns, croutons
CHOCO'■	XS	Not 	9/21/73		Bakery Product of Various Types
NATURE'S HARVEST	MN	0007193	renewed 4/14/91	4/14/2001	Foods and Ingredients of Foods
NATURE'S HARVEST & Design	МО	_0011334	Tenewed 2/7/91	2/06/2001	Bakery Products
NATURE'S HARVEST	NE	0677493	Tenewed 1/23/91	3/09/2001	Not Listed
OLD HOHE	KS	0005274	9/20/77		Poods and Ingredients of Poods

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Mark	State	Rec. No.	Registration Date	Renewal Date	<u>Goods</u>
NATURE'S HARVEST	ND	5431000	renewed 3/23/91	3/23/2001	Foods and Ingredients of Foods
NATURE'S HARVEST & Design	E D	Nct Listed	renewed 3/4/91	3/04/2001	Bakery Products
NATURE'S HARVEST	דט	DD23616	11/23/81	11/23/2001	Foods and Ingredients of Foods
NATURE'S HARVEST	ws	D030948	3/10/81	3/10/2001	Foods and Ingredients of Foods
NATURE'S HARVEST & Design	WY	D264797	2/6/91	2/6/2001	Foods Bakery Products
nature 's Harvest	WY	0003085	3/4/81		Foods and Ingredients of Foods
TRUCK STOP	CO	0011522	9/3/74		Foods and Ingredients of Foods
TRUCK STOP	ХS	Not Listed	5/20/74		Bakery Products
TRUCK STOP	MN	0004800	9/30/74		Bakery Goods
TRUCK STOP	мо	0005060	9/10/74		Bakery Gooda
TRUCK STOP	SD	Not Listed	9/9/91		Foods and Ingredients of Foods
PETER PAN	co	9110278	4/22/91	4/22/2001	Not Listed
PETER PAN & Design	IL	0046726	renewed 5/22/88		Foods and Ingredients of Foods
PETER PAN	IN	5010065	4/11/91	4/10/2001	Bakery Products
PETER PAN	38	0003460	Renewed 4/21/91	8/23/2001	Bakery Products
PETER PAN	XS	D 012012	5/22/91	5/22/2001	Bakery Products
PETER PAN	MN	0017595	4/15/91	4/15/2001	Bakery Products
PETER PAN	MO	4374		8/23/2001	

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Mark	State	Res. Ho.	Registration Date	Renewal Date	<u> </u>
PETER FAN & Design	KI	0016412	4/10/91	4/10/2001	Bakery Products
PETER PAN 6 Design	NE	6850332	renewed 2/11/81	2/11/2001	Not Listed
FITER PAN	N	D024363	4/12/91	4/12/2001	Bakery Products
PETER PAN & Design	ND	5456500	## newed 8/23/91		Foods and Ingredients of Foods
PETER PAN & Design	SD	0910318	3/18/91	3/18/2001	Bakery Products
PETER PAN	דט	0023406	5/11/76		Foods and Ingredients of Foods
PETER PAN	WY	0003095		8/23/2001	Not Listed
DINNER BELL	mn	17160	renewed 1/14/91		Not Listed
COVERED WAGON	MN	8770			
CLD HOME & Design	1)	002934	12/4/79		Foods and Ingredients of Foods
OLD TIME	AI	0003459	Renewed 4/21/91		Bakery Froducts
OLD TIME	MN			(2/16/91)*	
old TIME & Design	NE	6250154	renewed 1/23/91	2/11/2001	Het Listed
OLD TIME	S D	Not Listed	8/23/81	(8/23/91)	Foods and Ingredients of Foods
DUNFORD	UI	DD27677	9/1/85	11/06/95	-Bakery Products
SELECT	IL	0068592	5/17/91	5/17/2001	Bakery Products
SELECT	3N	3010066		4/10/2001	
SELECT & Design	37	D011547	4/10/91	4/10/2001	Bakery Products

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Nark	State :	Rec. No.	Begistration Date	Renewal Date	<u>Goods</u>
SELECT & Design	KS	1991041	4/10/91	4/10/2001	Bakery Products
SELECT & Design	MO	0011420	4/11/91	4/10/2001	Bakery Products
SELECT	NV	DC24364	4/12/91	4/12/2001	Bakery Products
SILICT	ND	£692800	4/24/91	4/24/2001	Foods and Ingredients of Foods
SELECT & Design	OX	DC24111	4/11/91	4/11/2001	Not Listed
SELECT & Design	SD	0910409	4/9/91	4/9/2001	Bakery Products
SELECT	UT	0023398	5/3/76		Foods and Ingredients of Foods
SELECT & Design	עד	0032230	4/11/91	4/11/2001	Bakery Products
SELECT	WS	0023454	6/14/76	6/14/96	Foods and Ingredients of Foods
SELECT & Design	WY	D266003	-	4/10/2001	Foods and Ingredients of Foods
TRUCK STOP	IA	0001097	9/3/74		Foods and Ingredients of Foods
PIONTER & Design	CO	0011200	3/20/74	(3/20/84)*	Foods and Ingredients of Foods
FIONEER	IA	0000963	3/15/74	(3/18/84)*	Foods and Ingredients of Foods
PIONEER	S D	Not Listed	3/26/74	(3/26/84)*	Poods and Ingredients of Foods
IVERFRESH & Design	co	9110381	•	3/23/2001	
IVERFRESH & Design	IL	D068644	5/23/91	5/23/2001	Bakery Products
EVERFRESH & Design	IN	5010071		5/22/2001	

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Hark	State	Rec. No.	Registration Date	Renewal Date	Goods
IVERTRESH & Design	IA	0011696	5/28/91	5/28/2001	Bakery Products
IVIRFRESH & Design	XS	0013011	B/22/91	3/22/2001	Bakery Products
TVIRFRESH & Design	MT	0016483	3/22/91	5/22/2001	Bakery Products
EVERFRESH & Design	NE	1128320	5/21/91	5/21/2001	Not listed
IVIRFRISH & Design	ND	6857700	6/10/91	E/10/2001	Poods and Ingredients of Poods
EVERFRESH & Design	SD	0910522	5/22/91	10/22/2001	Bakery Products
IVIRIRISH	WS	0910529	5/29/91	5/29/2001	Bakery Products
IVIRFRESH & Design	WY	D266763	5/22/91	5/22/2001	Bakery Products
HERIT	MN	0004360	5/2/72		Bakery Goods
CHOCO, 8	HN.	0004603	10/16/73		Bakery Goods
OLD HOME IS	KN	100645	renewed 1/14/91		Bakery Products
CHOCO's	но	0004801	10/2/73		Bakery Goods
OLD HOLE	NE	6850146	renewed 6/27/79		Not listed
OLD HONE	WY	0002567	9/14/77		Foods and Ingredients of Foods
MASTER IS GOOD BREAD	\$ D	Not listed	11/20/81		Foods and Ingredients of Foods
DLD HOME	WS	D023490	6/14/76		Foods and Ingredients of Foods
OLD HOME & Design	S D	Not Listed	10/2/78		Toods and Ingredients of Foods
DINNER BELLE	SD	Not Listed	4/11/78		Foods and Ingredients of Foods

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Mark	State	Reg. No.	Registration Renewal Date	<u>Goods</u>
TRUCK STOP	נט	0023396	5/3/76	Foods and Ingredients of Foods
TRUCK STOP	ws	0023492	6/14/76	Foods and Ingredients of Foods
RANCH BREAD	נט	23399	5/03/76	Foods and Ingredients of Foods
MASTER IS GOOD BREAD	UI	0025694	11/23/81	Foods and Ingredients of Foods
MASTER IS GOOD BREAD	WY.	0003219	12/1/81	Foods and Ingredients of Foods
CHOCO'S	דט	0023395	5/3/76	Foods and Ingredients of Foods
BUTTER TOP	T	0023397	5/3/76	Foods and Ingredients of Foods
BUTTER TOP	WS	0023493	6/14/76	Merchandise
CHOCO'S	ws	0023491	6/14/76	Foods and Ingredients of Foods
SELECT & Design	äÅ	0266003	4/10/91	Bakery Products
TRUCK STOP	ሕ <mark>ያ</mark>	0001900	9/9/74	Foods and Ingredients of Foods
CHOCO. e	MJ	0001812	10/4/73	Foods and ingredients of Foods

UNREGISTERED TRADEMARKS

Mark

All American

Big Texas

Corn Top

Dutch Maid

Emrich

Mother's Wheat

Jelly Delite

Jelly Twin

Riverboat French Bread

D= 0.001:07719.1 34-078

Aunt Hary's

Holsum

Jaeger

National

100% Stone Ground

Old Home is Good Bread

Country Style

Sweetheart

Frosty Angel

Silver Cup

Father's Real Rye

Chuck Wagon

Sweet Sixteen

Texas Toast

Banana Flip

D= #.D51:#7719.1 24-078

TRADEMARK
RECORDED: 03/04/1999 REEL: 1865 FRAME: 0146