

FORM PTO-1594
1-31-92

4.21.99

MRI

D

07-19-1999

COMMERCE
mark Office


RECORDATION FORM COVER
TRADEMARKS ONLY



101073963

BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): A. STRUM & SONS, INC.
State of Wisconsin Corporation



04-21-1999
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #64

3. Security Agreement

2. Name and address of receiving party(ies):
Name: M&I Marshall & Ilsley Bank
Address: 770 North Water Street
City: Milwaukee State: WI Zip: 53201-2035
Type of Company: Banking Corporation
Corporation-State: Wisconsin

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. A. Trademark Application No.(s) NONE B. Trademark Registration No.(s) 1,046,946

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Timothy M. Kelley
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and registrations involved: 5

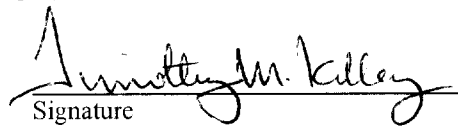
7. Total fee (37 CFR 3.41):.....\$ 140.00
 Enclosed
 Deficiencies in fee charged to deposit account

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

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.

Timothy M. Kelley
Name of Person Signing


Signature

April 21, 1999
Date

Total number of pages including cover sheet, attachments, and document: 20

OMB No. 0651-0011 (exp. 4/94)TFORMTMASIGN

Attorney File 63053/0073

United States Postal Service Express Mail Mailing Label No. EM091733913US

cc: Docketing

X:\x\clientb\63053\0073\TMK2712.DOC

05/11/1999 DMSUYEN 00000301 1046946

01 FC:481
02 FC:482

40.00 OP
100.00 OP

TRADEMARK
REEL: 001898 FRAME: 0467

<u>Reg. No.</u>	<u>Mark</u>	<u>Reg. Date</u>
1,262,561	STURM'S VILLAGE FARM	12/27/83
1,362,297	VILLAGE FARM	9/24/85
1,726,951	ULTRA DIET PLAN	10/27/92
2,071,622	MARSHMALLOWS GALORE	6/17/97

GENERAL INTANGIBLES SECURITY AGREEMENT

THIS GENERAL INTANGIBLES SECURITY AGREEMENT ("Agreement") is made and effective as of the 31st day of March, 1999, by A. STURM & SONS, INC., a Wisconsin corporation, with its principal offices located at 215 Center Street, Manawa, Wisconsin, 54941 (hereinafter referred to as "Mortgagor") to M&I MARHSALL & ILSLEY BANK, a Wisconsin banking corporation ("Mortgagee"), with offices located at 770 North Water Street, Milwaukee, Wisconsin 53202, in its capacity as Agent for and on behalf of the Banks (hereinafter defined);

RECITALS:

WHEREAS, concurrently herewith, Mortgagor, M&I Marshall & Ilsley Bank, Fifth Third Bank, Harris Trust and Savings Bank and Mercantile Bank National Association (collectively, and together with all other financial institutions which are from time to time parties to the Credit Agreement [hereinafter defined], the "Banks"); and Mortgagee, in its capacity as Agent for the Banks have entered into a Credit Agreement, of even date herewith (as restated, amended, modified or supplemented from time to time hereafter, the "Credit Agreement") pursuant to which Banks have agreed to extend to Mortgagor, a credit not to exceed \$65,000,000 in the aggregate;

WHEREAS, concurrently with the execution hereof and pursuant to the Credit Agreement, Mortgagor has executed Term Notes in the aggregate original principal amount of \$35,000,000, and Revolving Credit Notes in the aggregate original principal amount of \$30,000,000, in each case in favor of the Banks;

WHEREAS, the term "Obligations" (as referred to hereinafter) is used herein in its most comprehensive sense and includes, without limitation, all debts, obligations and liabilities of Mortgagor to the Banks (including all credit granted previously, contemporaneously and in the future), and the performance of all covenants and agreements of Mortgagor under or pursuant to this Agreement, the Credit Agreement, the Related Documents (the term "Related Documents" and all other terms not defined herein shall have the meanings ascribed thereto in the Credit Agreement), all "Obligations" as such term is defined in the Credit Agreement (including the Revolving Notes and the Term Notes) and includes, without limitation, all liabilities under interest rate swap agreements and all other types of agreements designed to protect against fluctuations in interest rates and also includes any and all other debts, obligations, and liabilities of Mortgagor to the Banks (or their respective Affiliates), heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, secured or unsecured, whether Mortgagor is liable individually or jointly with others, whether for principal, interest or other debts, obligations or liabilities, and whether or not any or all such debts, obligations and liabilities are or become barred by any statute of limitations or otherwise unenforceable;

TRADEMARK

REEL: 001898 FRAME: 0469

WHEREAS, the wishes to secure the payment and performance in full of all of the Obligations;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

AGREEMENT:

1. Granting Clauses. The Mortgagor hereby mortgages and pledges unto and creates a security interest in for the benefit of Mortgagee, with full power of sale upon the occurrence of any Event of Default, all of the Mortgagor's right, title and interest throughout the world in and to:

(a) The United States patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof), of the Mortgagor described in Schedule A hereto, and the patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of the Mortgagor in other countries described in Schedule B hereto, and all other United States and foreign patents and applications for patent (including divisionals, continuations, reissues or reexaminations thereof) of the Mortgagor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patent, and all other proprietary inventions now owned by the Mortgagor or hereafter made, created or acquired by or for the Mortgagor whether or not any of said inventions are patentable;

(c) All other applications for patent or like protection on any of said inventions that have now or may in the future be filed by the Mortgagor, or by the assignors of the rights to said inventions to the Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to the Mortgagor, or to any assignor of the rights to any such invention to the Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyright registrations and applications for copyright registrations of the Mortgagor described in Schedule C hereto and the copyright registrations and applications for copyright registration of the Mortgagor in other countries described in Schedule D hereto and all other copyrights, copyright registrations and copyright applications of the Mortgagor, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all works of authorship and other intellectual property rights now owned or

hereafter created by or for, or acquired by the Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(f) The United States and state registered trademarks, trade names and service marks of the Mortgagor described in **Schedule E** hereto and the goodwill of the Mortgagor's business symbolized thereby, and applications for registrations of trademarks, trade names and service marks of the Mortgagor described in **Schedule E** hereto and the goodwill of the Mortgagor's business symbolized thereby, and the trademarks, service marks and applications for registrations of trademarks, trade names and service marks of the Mortgagor in other countries described in **Schedule F** hereto and the goodwill of the Mortgagor's business symbolized thereby, and all other trademarks, trade names and service marks and applications to register the same of the Mortgagor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by the Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(g) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, service marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States, any state or any other country or place anywhere in the world;

(h) All rights of action on account of past, present, and future unauthorized use of any of said patent inventions, copyrights, trademarks, trade names on service marks, and for infringement of said patents, inventions, copyrights, trademarks, trade names, service marks and like protection;

(i) The right to file and prosecute applications for Patents, and for registration of trademarks, trade names and service marks on any of said inventions, trademarks, trade names and service marks, or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of the Mortgagor connected with and symbolized by the trademarks, trade names and the other general intangibles of Mortgagor;

(k) All of the Mortgagor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which uniquely reflect the goodwill of the business of the Mortgagor to which said general intangibles relate; and

(l) All of the proceeds of any of the foregoing (the intangible assets enumerated in Sections 1(a) through and including 1(k) are hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the foregoing General Intangibles unto Mortgagee, its successors and assigns, forever in accordance with the terms and conditions set forth herein; provided, however, that the Credit Agreement and the mortgage, lien and security interest in the General Intangibles granted Mortgagee hereunder shall terminate if the Mortgagor shall absolutely and irrevocably pay in full and satisfy all of the Obligations and all financial arrangements between the Mortgagor and Mortgagee shall have been terminated.

2. Rights and Remedies. The Mortgagor agrees in addition to the rights and remedies given to Mortgagee under the Credit Agreement, upon the occurrence of any Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, under other applicable law, and under this Agreement including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall deem appropriate. Notice of any public sale of the General Intangibles, or the time after which a private sale may be made, shall be given at least thirty (30) days in advance. At any sale (except a private sale), the Mortgagee may bid for and purchase the General Intangibles. Upon the occurrence of any Event of Default, the Mortgagor shall, at Mortgagee's request, execute and deliver to Mortgagee an assignment in a form acceptable to Mortgagee, whereby the Mortgagor shall assign the General Intangibles to either Mortgagee or a third party, at Mortgagee's discretion. Upon the occurrence of any Event of Default, the Mortgagor hereby authorizes and empowers Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its exclusive discretion, as the Mortgagor's true and lawful attorney-in-fact, with the power to endorse the Mortgagor's name on all applications, documents, papers and instruments, as may be necessary for Mortgagee to have the full benefit of this Agreement, including, but not limited to, the full right to use the General Intangibles described herein, or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or [as may be necessary for Mortgagee] to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. The Mortgagor hereby ratifies all acts that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until such time as all Obligations have been fully paid and satisfied and all financial arrangements between the Mortgagor and Mortgagee shall have been terminated.

3. Mortgagee's Waivers. Mortgagee shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Mortgagor shall, at its own expense, take such actions as may be necessary to protect, defend and maintain the same. The Mortgagor shall forthwith advise Mortgagee in writing of material infringements or unauthorized uses of the General Intangibles detected by the Mortgagor. Upon the occurrence and continuation of an Event of Default, or if the Mortgagor fails to comply with the foregoing, Mortgagee may but shall not be required to take reasonable action deemed appropriate by it to protect, defend and maintain the General Intangibles. Any such actions may be taken by Mortgagee in the Mortgagor's name to the extent permitted by law, and the Mortgagor hereby agrees, upon demand, to reimburse Mortgagee for costs and expenses incurred in taking any such action.

4. Subsequently Acquired General Intangibles. If, before the Obligations are paid and satisfied in full, the Mortgagor acquires, develops or otherwise obtains rights to any General Intangibles of the types described in Section 1 hereof, the provisions of this Agreement shall automatically apply thereto and the Mortgagor shall give Mortgagee prompt notice thereof in writing. The Mortgagor authorizes Mortgagee to modify this Agreement by amending any applicable Schedule to include any subsequently acquired or developed General Intangibles.

5. Subsequent Assurances. The Mortgagor further agrees and covenants that it will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Mortgagee the full benefit of this Agreement.

6. Representations, Warranties and Covenants. The Mortgagor hereby represents, warrants and covenants as follows:

(a) The patents, copyrights, trademark, trade names and service marks, and applications therefor, set forth in the Schedules hereto constitute all of the patents, copyrights, trademarks, trade names and service marks, and applications therefor, owned by the Mortgagor.

(b) Except for the security interest granted Mortgagee hereby, the Mortgagor is and will continue to be the owner of all of the General Intangibles free and clear of any adverse claim, security interest, license or encumbrance of any person other than Mortgagee.

(c) the Mortgagor has the full right and power to execute this Agreement and grant the mortgage, pledge and security interests in its General Intangibles made hereby.

(d) Except as set forth on the attached Schedules, the Mortgagor has made no currently or prospectively effective assignment, transfer, license or agreement in conflict herewith or constituting a present or prospective assignment or transfer of or encumbrance on any of the General Intangibles.

(e) Except financing statements filed or to be filed in respect to the security interest under this Agreement and other financing statements in favor of Mortgagee, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding, and all financial arrangements between the Mortgagor and Mortgagee shall not have been terminated, the Mortgagor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments.

(f) All information furnished to Mortgagee concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.

7. Prosecution of General Intangibles. Until this Agreement terminates as provided in Section 1 hereof, the Mortgagor shall diligently file and prosecute any continuations,

continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as are in the Mortgagor's best business interests, and the Mortgagor shall bear the entire cost of all such filings and proceedings. The Mortgagor agrees to retain a licensed patent attorney or an experienced copyright and trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Payments of Fees. Except in connection with an abandonment or forfeiture permitted by Section 9 hereof, the Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, trade name registrations, or trademark applications, service mark registrations and service mark applications, trade names, copyright registrations, copyright applications and know-how within the General Intangibles.

9. No Abandonment or Forfeiture. Except where (i) abandonment or forfeiture would be in the best business interests of the Mortgagor, and (ii) Agent has consented thereto in writing (which consent shall not unreasonably be withheld), the Mortgagor shall not allow any trademark, trade name, service mark, or any application for trademark, trade name or service mark included within the General Intangibles to become abandoned, forfeited or dedicated to the public without the express written approval of Mortgagee. If any pending or hereafter filed trademark, trade name, service mark or application for registration thereof, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, the Mortgagor may abandon the same after sixty (60) days prior written notice to Mortgagee, which may thereafter at its own expense pursue administrative or judicial appeals. The Mortgagor shall cooperate in any such appeal.

10. Mortgagee's Right to Preserve Collateral. Mortgagee may, at its option, after the occurrence of an Event of Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon those General Intangibles which are comprised of patents, trademarks, trade names or service marks, or registrations thereof owned or used by the Mortgagor (the "Relevant General Intangibles"), or pay for maintenance or otherwise preserve the Relevant General Intangibles, or pay any other fees, attorneys' fees or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted with respect to the Relevant General Intangibles. The Mortgagor hereby agrees, upon demand, to reimburse Mortgagee for all payments made by it under this Section 10.

11. Stand-By License. The Mortgagor hereby grants to Mortgagee an irrevocable license, effective upon the occurrence of an Event of Default, to use or grant licenses relating to the General Intangibles, in Mortgagee's sole discretion, for any of the following purposes: operating the Mortgagor's business, completing any work in progress of the Mortgagor, using or processing any inventory of the Mortgagor, repairing any goods manufactured by the Mortgagor, selling or marketing any goods of the Mortgagor or any goods manufactured from inventory or work in Progress of the Mortgagor, and any other purpose reasonably related to

Mortgagee's interests in the General Intangibles for the realization of the value thereof. The irrevocable license granted by this Section 11 shall be effective from the date hereof until all of the Obligations have been paid in full and all financial arrangements between the Mortgagor and Mortgagee shall have been terminated.

12. Control and Management. Mortgagee shall permit the Mortgagor to control and manage the General Intangibles in the operation of its business including rights of manufacture, use and sale granted by said General Intangibles, to enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same effect as if this Agreement had not been made so long as the Mortgagor has paid and satisfied when due the Obligations secured by this Agreement and no Event of Default has occurred. The present grant to Mortgagee of a lien, security interest and mortgage notwithstanding, the parties acknowledge that the Mortgagor is and shall remain the owner of the General Intangibles with full power to grant licenses, but any such license shall be approved by Bank in writing and be and remain subject to the terms and conditions hereof and the superior rights of Mortgagee.

13. Marshalling, etc. Mortgagee shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against the Mortgagor or others with respect to the payment of the Obligations, and shall not be required to marshal the General Intangibles or any other collateral granted as security for the Obligations or to resort to the General Intangibles on any other collateral granted as security for the Obligations in any particular order and all of the rights of the Mortgagee hereunder shall be cumulative. To the extent that it lawfully may, the Mortgagor hereby waives and relinquishes the benefit and advantage of, and does hereby covenant not to assert against Mortgagee, any valuation, stay, appraisal, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement or in respect of the General Intangibles. To the extent it lawfully may, without limiting the generality of the foregoing, the Mortgagor hereby agrees that it will not invoke or utilize any law which might cause delay in, or impede, the enforcement of Mortgagee's rights under this Agreement, and hereby waives the same.

14. Application of Proceeds. The proceeds of all sales and collections hereunder, the application of which is not otherwise herein provided for, shall be applied as follows:

First, to the payment of the reasonable costs and expenses of such collection, sale or other realization, and all expenses, and advances made or incurred by Mortgagee in connection therewith;

Second, to the payment in full of the Obligations in the manner set forth in Section 2.13 of the Credit Agreement; and

Third, to the payment to the Mortgagor, or its successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds which relate to the General Intangibles.

As used in this Section 14, "proceeds" shall mean cash, securities and other property realized in respect of, and distributions in kind of, General Intangibles, including any thereof received under any reorganization, liquidation or adjustment of debt of the Mortgagor.

15. Course of Dealing. No course of dealing between the Mortgagor and Mortgagee shall operate as a waiver of any rights of any of them under this Agreement or in respect of the General Intangibles or the Obligations. No delay or omission on the part of Mortgagee in exercising any right under this Agreement in respect of the General Intangibles or any Obligations shall operate as a waiver of such right or any other right hereunder. A waiver on any one occasion shall not be construed as a bar to waiver of any right and/or remedy on any future occasion. No waiver, amendment to, or other modification of this Agreement shall be effective unless it is in writing and signed by Mortgagee.

16. Discharge. If the Mortgagor shall absolutely, completely and irrevocably pay in full and satisfy the Obligations and if all financial arrangements between the Mortgagor and Mortgagee shall have been terminated, then this Agreement and the rights hereby granted shall cease and be void, and at the request of the Mortgagor, and at its expense, Mortgagee shall release and discharge all of the General Intangibles without recourse against Mortgagee and, to that end, shall execute and deliver to the Mortgagor, at the Mortgagor's own expense, such releases, reassignments, and other documents (or cause the same to be done) as the Mortgagor shall reasonably request, and Mortgagee shall pay over to the Mortgagor any money and deliver to it any other property then held by it as General Intangibles (or cause the same to be done). The receipt of the Mortgagor for the General Intangibles so delivered shall be a complete and full acquittance therefor, and Mortgagee shall thereafter be discharged from any liability or responsibility therefor.

17. Miscellaneous. (a) This Agreement shall be deemed to have been made in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

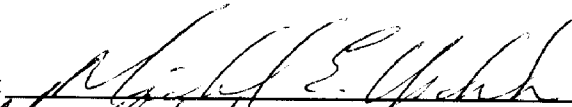
(b) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, or when deposited in the mail. Communications or notices shall be delivered personally or by certified or registered mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this section of a change of address, to the parties and at the addresses set forth in the Credit Agreement.

(c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any


court, this Agreement shall be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

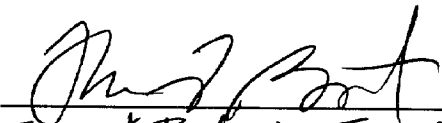
IN WITNESS WHEREOF, the parties have executed this General Intangibles Security Agreement as of the day and year first above written.

A. STURM & SONS, INC.

By: 
Michael E. Welch

M&I MARSHALL & ILSLEY BANK

By: 
Ann M. Benschoter, Vice President

By: 
THOMAS F. BICKELHAUPT VP

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this 31st day of March, 1999, before me, a Notary Public, personally appeared Mike Lechurch, to me personally known, who being by me duly sworn, did say that he is the President of A. STURM & SONS, INC., a Wisconsin corporation, and that this instrument was signed and sealed in behalf of such corporation, and said President acknowledged the execution of this instrument as the free act and deed of such corporation.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ann Marie Nettesheim
Name: Ann Marie Nettesheim
Notary Public, State of Wisconsin
County of Milwaukee
My Commission exp. 6/11/00

This instrument was drafted by
and should be returned to:

K. Thor Lundgren, Esq.
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

GENERAL INTANGIBLES
SECURITY AGREEMENT
Schedules

- Schedule A - United States patents and applications for patent of the Mortgagor (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)
- Schedule B - Patents and applications for patent of the Mortgagor in other countries (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)
- Schedule C - United States Copyright registrations and applications for copyright registrations of the Mortgagor (including Reg. No; Publication Date; Description/Title)
- Schedule D - Copyright registrations and applications for copyright registration of the Mortgagor in other countries (including Reg. No; Publication Date; Description/Title)
- Schedule E - United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of the Mortgagor (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)
- Schedule F - Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of the Mortgagor in other countries (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)

Schedule A

United States patents and patent applications of the Mortgagor:

Design Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
-------------------	-------------------	--------------	--------------------

NONE

Utility Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
-------------------	-------------------	--------------	--------------------

NONE

Patent Applications

<u>Patent No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor(s)</u>
-------------------	--------------------	--------------	--------------------

NONE

Schedule B

Patents and patent applications of the Mortgagor in countries other than the United States:

Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventor(s)</u>
-------------------	-------------------	--------------	--------------------

NONE

Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor(s)</u>
-------------------	--------------------	--------------	--------------------

NONE

Schedule C

United States copyright registrations and applications for copyright registrations of the Mortgagor :

<u>Reg. No.</u>	<u>Publication Date</u>	<u>Description/Title</u>
-----------------	-------------------------	--------------------------

NONE

Schedule D

Copyright registrations and applications for copyright registration of the Mortgagor in other countries:

<u>Reg. No.</u>	<u>Publication Date</u>	<u>Description/Title</u>
-----------------	-------------------------	--------------------------

NONE

S5

Schedule E

United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of the Mortgagor:

U.S. Trademarks

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STURM'S VILLAGE FARM	1,046,946	08/24/76
STURM'S VILLAGE FARM	1,262,561	12/27/83
VILLAGE FARM	1,362,297	09/24/85
ULTRA DIET PLAN	1,726,951	10/27/92
MARSHMALLOWS GALORE	2,071,622	06/17/97

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
NONE		

Unregistered Marks

NONE

State Trademarks

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
STURM'S VILLAGE FARM	20,142 (Puerto Rico)	_____

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MARSHMALLOWS GALORE	n/a	04/17/98

Unregistered Marks

MI VAQUITA (Puerto Rico)

Schedule F

Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of the Mortgagor in other countries:

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
-------------	-----------------	------------------

CHINA

STURM'S VILLAGE FARM

LATVIA

STURM'S VILLAGE FARM

RUSSIAN FEDERATION

STURM'S VILLAGE FARM

Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
-------------	-------------------	--------------------

NONE