

meo
7-19-99

07-22-1999



To the Honorable Commiss

101097974

1. Name of conveying party(ies)

Trade Winds Pizza, LLC
(formerly known as TWP Acquisitions, LLC)

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company (Wisconsin)
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other and transfer
- Merger
- Change of Name

Execution Date: April 29, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,162,970

Additional numbers attached?

- Yes
- No

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

Name: Anthony J. Bourget

101 Putnam Street, P.O. Box 390

Eau Claire, WI 54702-0390

Telephone No.: (715) 839-9500

Facsimile No.: (715) 839-9571

6. Number of applications and registrations involved: 1

VOB

7. Total fee (37 CFR 3.41): . . . \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

(Attach duplicate copy of this page if paying by deposit account):

7/21/1999 MTHAI1 00000189 2162970

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.

Richard McHugh

Name of Person Signing

Signature

6-9-99

Date

Total number of pages comprising cover sheet: 2

F512/A98819/ir

TRADEMARK
REEL: 001932 FRAME: 0172

TRANSMITTAL OF DOCUMENT FOR RECORDATION
(continued)

Box 1. Name of conveying parties (continued):

Bank One, Wisconsin
111 E. Wisconsin Avenue
Milwaukee, WI 53202

A Wisconsin Corporation (Transferor)

TRADEMARK ASSIGNMENT CONSENT/RECORDING AGREEMENT

THIS TRADEMARK ASSIGNMENT CONSENT/RECORDING AGREEMENT ("Agreement") is made as of this 29th day of April, 1999 by and among ASSIGNORS and ASSIGNEE, as identified below:

RECITALS

WHEREAS, Trade Winds Pizza, LLC, (formerly known as TWP Acquisition, LLC) a Wisconsin Limited Liability Company, located and doing business at 1085 Parkview Road, Green Bay, Wisconsin 54304, has adopted, used and is using the following Trademarks registered in the respective states, and/or registered and/or applied for with the United States Patent and Trademark Office:

United States Federal Marks

Registration No. 2,162,970 for "TILETOWN PIZZA"

Wisconsin Trade Names/Trademark Registrations:

Dairyland Pizza (12/4/85)

Dairyland Pizza (1/29/86)

Dairyland Pizza (1/29/86)

Illinois Trademark Registrations

Registration No. 58771 "Dairyland Pizza" words only

Registration No. 58776 "Dairyland" (maroon color)

Registration No. 58777 "Dairyland" (green color)

Common Law Trademarks

All other unregistered Dairyland and Tiletown trademarks used or being used by Trade Winds Pizza, LLC.

All other Trademarks, including common law marks, used or being used;

The identifications of Trademarks listed herein are subject to change according to the particular identifications as used/recorded by Trade Winds Pizza, Inc.;

All of said Trademarks, together with the goodwill of the business in connection therewith referred to herein as "Trademarks";

WHEREAS, Choice Products USA, Inc., a Wisconsin Corporation located and doing business at 2715 Hogarth Street, Eau Claire, Wisconsin (hereafter "ASSIGNEE") is desirous of acquiring the right, title and interest in and to the said Trademarks and any and all registrations thereof, including all common law rights therein;

WHEREAS, Bank One, Wisconsin, ("Bank") a Wisconsin Corporation, has a security interest in said Trademarks and possesses the right to dispose of said Trademarks pursuant to Wis. Stat. § 409, including all goodwill of the business in connection with the Trademarks;

WHEREAS, Robert W. Fisher, an individual, has or had a security interest in the Trademarks subordinate to that of Bank;

WHEREAS, RWF Investments, Inc., a Wisconsin corporation, has or had a security interest in the Trademarks subordinate to that of Bank, (Trade Winds Pizza, LLC, Robert W. Fisher, and RWF Investments, Inc, the "ASSIGNORS");

WHEREAS, the parties recognize Trade Winds Pizza, LLC has surrendered to Bank the Trademarks pursuant to Section 409.503 of the Wisconsin Statutes by a Voluntary Surrender Agreement (as described and simultaneously incorporated herein as Exhibit A);

WHEREAS, Robert W. Fisher, Dabzza Investments, Inc., and RWF Investments, Inc. are consenting to or have consented to the Surrender of Trade Winds Pizza LLC's assets to Bank;

WHEREAS, the parties hereto recognize Bank is entering into a Trademark Transfer Agreement with ASSIGNEE (as described and simultaneously incorporated herein as Exhibit B), transferring to ASSIGNEE all of Trade Winds Pizza, LLC's right, title and interest in and to the Trademarks;

WHEREAS, the parties recognize Dabzza LLC, a Wisconsin Corporation (formerly as Trade Winds Pizza, Inc.) assigned the Trademarks to Trade Winds Pizza, LLC (formerly as TWP Acquisitions, LLC), that certain of such assignment have not been recorded, and that it is in the best interests of, and mutual consideration to, the parties to have the assignments properly recorded;

WHEREAS, the parties recognize the above, and other transactions involving one or more of the parties, as well as the parties' transactions concerning the Bank, as further consideration to the parties under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. ASSIGNORS consent to surrender of the Trademarks to Bank, and consent to transfer of the Trademarks from Bank to ASSIGNEE. ASSIGNORS recognize ASSIGNEE as exclusive owner of the Trademarks, and ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement, any Trademark assignment document, or other documents concerning the Trademarks, and/or to reflect Trade Winds Pizza, LLC as assignor (with any other appropriate identifications), and/or to reflect ASSIGNEE as owner and/or assignee. ASSIGNORS hereby agree to execute any further papers necessary to effectuate full transfer and/or recording of the Trademarks on behalf of ASSIGNEE, and all goodwill or assets appurtenant thereto, and effectuate any release or notice of release of any liens or interests therein. ASSIGNORS hereby release any security interest or lien they may have in the Trademarks.

2. To the extent not already provided, ASSIGNORS hereby sell, transfer, convey and assign to ASSIGNEE, all of their right, title and interest throughout the world in and to the Trademarks, all registrations and applications, if any, thereof, the right to recover for past infringement, the goodwill of the business in connection with which the Trademarks (or with which any similar marks) are or have been used, and release any lien or encumbrance they may have therein. ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement, any Trademark assignment

document, or other documents concerning the Trademarks, and/or to reflect Trade Winds Pizza, LLC as assignor (with any other appropriate designations), and/or to reflect ASSIGNEE as owner and/or assignee. ASSIGNORS hereby agree to execute any further papers necessary to effectuate full transfer and/or recording of the Trademarks on behalf of ASSIGNEE, and all goodwill or assets appurtenant thereto, and effectuate any release or notice of release of liens or interests therein.

3. Trade Winds Pizza, LLC represents and warrants that the Trademarks as exercised in connection with its business, have not and would not infringe the rights of any other person or entity; to the knowledge of Trade Winds Pizza, Inc, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against it, its subsidiaries, distributors or its end-user customers; Trade Winds Pizza, LLC has not entered into any agreement, license, release, or order that restricts the right of Trade Winds Pizza, LLC or ASSIGNEE to exploit the Trademarks and products used in conjunction therewith in any way; the execution, delivery, and performance of this Agreement do not and will not violate any security agreement, indenture, order, or other instrument to which Trade Winds Pizza, LLC is a party or by which it or any of its assets is bound; that as of the date hereof, no mortgage, judgment or lien has been filed and is unpaid affecting the Trademarks; that no action forbidding conveyance of the Trademarks is now pending; and that it has not conveyed the Trademark(s) to any third party and/or imposed any lien on the Trademarks, pledged the Trademarks as security, or otherwise encumbered the Trademarks.

4. Trade Winds Pizza, LLC agrees to indemnify and hold harmless Assignee, its successors and assigns, including any Subsidiary, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result of a claim or allegation that the Trademarks and products used therewith infringe any patent, copyright, trade secret, trademark, or other intellectual property right of any third party. If such a claim arises, or in either party's judgment is likely to arise, Assignee agrees to allow Trade Winds Pizza, LLC, at Trade Winds Pizza, LLC's option, to procure the right to permit the continued exercise of such rights in the Trademarks and products used therewith or to replace, relabel, or modify them without material changes to their form, fit, function, or footprint so they become noninfringing; if neither of the foregoing is available on terms that are reasonable in the parties' judgment, Assignee may, at its option, return all copies of the Trademark or products used therewith and receive reimbursement of all amounts paid. The foregoing remedial actions, however, shall not relieve Trade Winds Pizza, LLC of its indemnity obligations with respect to any loss, liability, or damage that has or may be incurred with respect to existing Trademarks or products used therewith.

5. ASSIGNORS agree to perfect or record any and all previously executed assignments of Trademarks, including any state trademark filings, to demonstrate/record assignment of Trademark(s) from Trade Winds Pizza, Inc. to TWP Acquisitions, LLC and/or to Trade Winds Pizza, LLC, with any other appropriate identifications, at ASSIGNEE's cost and expense.

6. ASSIGNORS represent and warrant that they have not assigned, licensed or restricted the Trademarks to any third party, (and/or filed or recorded any assignment or related liens or security interest concerning the Trademarks), and agree to indemnify and hold harmless Assignee, its successors and assigns, including any subsidiary, distributor, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result a breach of this representation and warranty.

7. ASSIGNORS shall provide to ASSIGNEE all original files, file wrappers, licenses, assignments, and certificates of registration documents, concerning the Trademarks.

IN WITNESS WHEREOF, the parties herto have caused this Agreement to be duly executed as of the date written above.

TRADE WINDS PIZZA, LLC
BY ITS MANAGING MEMBER:
RWF INVESTMENTS, INC.

BY: Robert W. Fisher

Robert W. Fisher, President

ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
COUNTY OF Octagozanie) SS

On this 8th day of June, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is an officer of RWF Investments, Inc, managing member of Trade Winds Pizza, Inc, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Daniel A. Stach
Notary Public
State of Wisconsin
My commission expires: is permanent

RWF INVESTMENTS, INC.

BY: Robert W. Fisher
Robert W. Fisher, President

ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
COUNTY OF octagozanie) SS

On this 8th day of June, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is an officer of RWF Investments, Inc, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Daniel A. Stach
Notary Public

State of Wisconsin

My commission expires: is permanent

Robert W. Fisher

Robert W. Fisher

ACKNOWLEDGEMENT:

STATE OF WISCONSIN

COUNTY OF Oconto

)
)
) ss

On this 8th day of Sept, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is executed the foregoing instrument on his behalf.

Richard A. Stahl

Notary Public

State of Wisconsin

My commission expires: is permanent

CHOICE PRODUCTS USA, INC.

BY: *Richard M. Hugh*
Richard McHugh

Exhibit A

Voluntary Surrender Agreement.

Exhibit B

Trademark Transfer Agreement

**EXHIBIT A TO THE TRADEMARK ASSIGNMENT
CONSENT/RECORDING AGREEMENT
DATED APRIL 29, 1999**

VOLUNTARY SURRENDER AGREEMENT

THIS VOLUNTARY SURRENDER AGREEMENT is made and entered into this 25th day of March, 1999, by and between Trade Winds Pizza, LLC, a Wisconsin limited liability company (the "Debtor"), Bank One, Wisconsin (the "Bank"), Robert W. Fisher ("Fisher") and RWF Investments, Inc., a Wisconsin corporation ("RWF").

R E C I T A L S

A. WHEREAS, the Debtor is obligated to the Bank pursuant to that certain Loan Agreement dated December 30, 1996 between the Debtor and the Bank, as amended (the "Loan Agreement"), that certain Revolving Note dated December 30, 1996, in the original principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) as restated and replaced by that certain Revolving Loan Promissory Note dated August 12, 1998 in the original principal amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) (the "Note") and that certain Forbearance Agreement dated August 12, 1998, as amended (the "Forbearance Agreement"), together with various other documents referenced in, contemplated by or executed in conjunction with, the Loan Agreement, the Note and the Forbearance Agreement (collectively, the "Loan Documents"); and

B. WHEREAS, as security for its obligations to the Bank, the Debtor granted a security interest to the Bank in all of the assets (the "Collateral") described in that certain General Business Security Agreement dated December 30, 1996 (such General Business Security Agreement constitutes one of the Loan Documents); and

C. WHEREAS, pursuant to Continuing Guaranties (Unlimited) dated December 30, 1996, Fisher, the President of the managing member of the Debtor as well as the holder of a security interest in the Collateral subordinate to that of the Bank, and RWF, the managing member of the Debtor, have guaranteed all obligations of the Debtor to the Bank; and

D. WHEREAS, the Debtor, with the consent and agreement of Fisher and RWF, has expressed its willingness to surrender to the Bank that portion of the Collateral listed on Exhibit A attached hereto (the "Surrendered Collateral"); and

E. WHEREAS, the parties to this Agreement wish to set forth their agreements concerning the surrender of the Surrendered Collateral and its sale.

Agreements

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

2. Representations and Warranties. The Debtor, Fisher and RWF hereby represent and warrant to the Bank that:

- (a) the execution, delivery and performance of this Agreement and all ancillary agreements executed in connection herewith have been duly authorized by all necessary action;
- (b) there are no secured creditors of the Debtor except as reflected on the UCC Search attached as Exhibit B hereto;
- (c) the Debtor has no outstanding unpaid liability for wages to its employees;
- (d) the Debtor, Fisher and RWF have filed all tax returns required to be filed and paid, all taxes shown thereon to be due, including interest and penalties, and neither the Debtor nor any of the other signatories hereto has any outstanding unpaid tax liabilities.

3. Statement of Indebtedness. The Debtor, Fisher and RWF acknowledge that as of the commencement of business on the date hereof, the Debtor is indebted to the Bank in the principal amount of One Million Four Hundred Twenty Two Thousand Eight Hundred Ninety Seven and 71/100 Dollars (\$1,422,897.71). Accrued, unpaid interest totals Sixty Two Thousand Eight Hundred Sixteen and 37/100 Dollars (\$62,816.37). Moreover, the Debtor, Fisher and RWF agree that the Debtor remains liable for certain expenses, including the Second Fee, as defined in the Forbearance Agreement, all costs (including those described in Section 409.504 of the Wisconsin Statutes) and reasonable attorneys' fees the Bank incurs in this matter, as a result of the provisions of the Loan Documents or applicable law (collectively, the items of principal, interest, both accrued and accruing, the Second Fee, costs, expenses and attorneys' fees are referred to herein as the "Indebtedness"). The Debtor, Fisher and RWF hereto further agree and acknowledge that the Indebtedness has not been forgiven, is a legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms, and that there are no defenses, counterclaims or setoffs of the Debtor, Fisher or RWF with respect thereto.

4. Default. The Debtor, Fisher and RWF hereto further acknowledge and agree that the Debtor is in default of its obligations to the Bank and that the full amount of the Indebtedness is now due and owing.

5. Surrender. The Debtor, with the consent of Fisher and RWF, hereby turns over, voluntarily surrenders and delivers possession of the Surrendered Collateral to the Bank for subsequent sale by the Bank under Section 9.504 of the Uniform Commercial Code, as adopted in Wisconsin (the "Wisconsin UCC"). The Bank accepts the voluntary surrender of the Surrendered Collateral, subject to the terms and conditions of this Agreement. The Debtor, Fisher and RWF acknowledge and agree that the Bank has not agreed to retain the Surrendered Collateral in satisfaction of the Indebtedness.

6. Sale of Collateral and Waiver of Right to Notice and of Redemption. The parties agree that the Bank may dispose of the Surrendered Collateral at one or more times, in whole or in part, or in any other manner deemed reasonable by the Bank, by public or private sale, as long

as the totality of the disposition of the Surrendered Collateral is commercially reasonable. The Debtor, Fisher and RWF acknowledge the Bank's right to sell the Surrendered Collateral and each expressly renounces and waives (1) any right to notice as provided by Section 9.504(3) of the Wisconsin UCC or any sale thereof, (2) all rights of redemption of the Surrendered Collateral under Section 9.506 of the Wisconsin UCC. The Debtor, Fisher and RWF acknowledge that the Surrendered Collateral, will be sold by the Bank to Dadco Diversified, Inc., ("Dadco") for \$474,500 plus the book value (as determined and agreed to jointly) of all of the Debtor's inventory on the date hereof without any further notice. The Debtor, Fisher and RWF acknowledge that certain of the Surrendered Collateral, including but not limited to the Debtor's intellectual property, delivery routes and shelf space assets, are highly perishable and will decline speedily in value if not sold immediately. The parties hereto agree that the sale of the Surrendered Collateral is commercially reasonable in all respects, including but not limited to the method, manner, time, place and terms of such sale. The parties further agree that the amount to be received for the Surrendered Collateral is fair and reasonable.

7. Disposition of Proceeds. The Bank hereby agrees and confirms that the proceeds received by it as a result of any disposition undertaken pursuant to Section 9.504 of the Wisconsin UCC with respect to the Surrendered Collateral shall be applied to the Indebtedness and if, as a result of any such disposition, the Indebtedness is paid in full, any excess proceeds will be returned to the Debtor or otherwise disposed of in accordance with the provisions of Section 9.504 of the Wisconsin UCC.

8. Voluntary Agreement. The Debtor, Fisher and RWF acknowledge and agree that the surrender and renunciation of rights as contemplated herein are voluntary acts and are not made under any duress.

9. Further Assurances. The Debtor, Fisher and RWF further agree to execute and deliver such other documents and take such other actions and proceedings as the Bank may reasonably deem necessary or appropriate to transfer any or all of the Surrendered Collateral and otherwise effectuate the terms of this Agreement. The voluntary surrender and renunciation of rights as contemplated herein is a voluntary act of the Debtor and is made with the knowledge and the consent of RWF and Fisher and is not made under any duress by any other party.

10. Other Obligations of the Debtor. It is agreed that neither the execution nor performance of this Agreement by the Bank shall render the Bank liable for any of the debts or obligations of the Debtor, Fisher and RWF to any person.

11. Waiver of Rights. The Debtor, Fisher and RWF each acknowledge that the sale of the Surrendered Collateral by the Bank is in lawful enforcement of the Bank's rights under the security agreements which the Debtor has given to the Bank to secure payment of the Indebtedness and, to the full extent permitted by applicable law, the Debtor, Fisher and RWF hereby renounce and waive any and all rights each of them may have pursuant to Section 409.501, through and including Section 409.507 of the Wisconsin UCC, including, but not limited to, all rights of redemption of the Surrendered Collateral, as provided by Section 409.506 of the Wisconsin UCC.

12. Effect of Agreement. The Debtor, Fisher and RWF agree that this Agreement and the surrender provided for herein, do not in any manner nullify, extinguish, satisfy, release, discharge, constitute a novation or otherwise affect the obligations of the Debtor, Fisher and/or RWF to the Bank, or any security agreements which the Debtor has given to the Bank to secure payment of the Debtor's obligations to the Bank.

13. Limitation of Liability. Neither the Bank nor any of its affiliates, directors, officers, agents, attorneys or employees shall be liable to the Debtor, Fisher and/or RWF for any action taken, or omitted to be taken, by it or them or any of them under this Agreement or in connection therewith, except that no person shall be relieved of any liability imposed by law for gross negligence or willful misconduct. No claim may be made by the Debtor, Fisher and/or RWF against the Bank, or any of its affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages in respect of any breach or wrongful conduct (whether the claim is based on contract or tort or duty imposed by law) arising out of or related to the transactions contemplated by this Agreement or any act, omission or event occurring in connection therewith. The Debtor, Fisher and RWF hereby waive, release and agree not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

14. Entire Agreement. The terms and conditions stated herein shall constitute the entire and exclusive statement of the terms hereof and shall supersede all prior oral or written statements of any kind made by the parties or their representatives concerning the terms of this agreement. All promises or inducements made in connection with the surrender of the Surrendered Collateral are set forth herein. No statement in writing subsequent to the date above which purports to modify or add to the terms and conditions hereof shall be binding unless consented to in writing, which writing makes specific reference to this agreement and is to be signed by all parties hereto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. This agreement may be executed and transmitted by facsimile, and such signatures shall be deemed to be the equivalent of original signatures.

17. Assignment. This Agreement may not be assigned without the prior written consent of the other parties hereto.

TRADE WINDS PIZZA, LLC

By: RWF INVESTMENT, INC.

Its: Managing Member

By: Robert W. Fisher
Robert W. Fisher, President

BANK ONE, WISCONSIN

By: _____
Its: _____

Robert W. Fisher
Robert W. Fisher (as holder of security interest
subordinate to the Bank)

Robert W. Fisher
Robert W. Fisher (as guarantor)

RWF INVESTMENT, INC. (as guarantor)

By: Robert W. Fisher
Robert W. Fisher, President

MW302718_3.DOC

TRADE WINDS PIZZA, LLC

By: RWF INVESTMENT, INC.

Its: Managing Member

By: _____

Robert W. Fisher, President

BANK ONE, WISCONSIN

By: Doug Mitcheson
Its: Vice President

Robert W. Fisher (as holder of security interest
subordinate to the Bank)

Robert W. Fisher (as guarantor)

RWF INVESTMENT, INC. (as guarantor)

By: _____

Robert W. Fisher, President

EXHIBIT A

SURRENDERED COLLATERAL

All of the following which is owned by the Debtor as of the date hereof:

Trade Winds trademarks, tradenames, brand names, customer lists, recipes supplier lists, route records, all raw material, work in process and finished goods inventory, wherever located (but excluding fund raising inventory and the tradenames "Dairyland Pizza" and "Tiletown Pizza"), all bunkers and ovens located in all stores in the State of Wisconsin, ten truck boxes described as Johnson brand truck boxes, product formulae, labels, and label submittals and approvals.

MW304018_6.DOC

**EXHIBIT B TO THE TRADEMARK ASSIGNMENT
CONSENT/RECORDING AGREEMENT
DATED APRIL 29, 1999**

TRADEMARK TRANSFER AGREEMENT

THIS TRADEMARK TRANSFER AGREEMENT is made as of this 29 day of April, 1999 by and between BANK ONE, WISCONSIN (the "Bank") and CHOICE PRODUCTS USA, INC. (the "Buyer").

RECITALS

A. WHEREAS, Trade Winds Pizza, LLC, a Wisconsin limited liability company (the "Debtor"), is obligated to the Bank pursuant to that certain Loan Agreement dated December 30, 1996 between the Debtor and the Bank, as amended (the "Loan Agreement"), that certain Revolving Note dated December 30, 1996, in the original principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) as restated and replaced by that certain Revolving Loan Promissory Note dated August 12, 1998 in the original principal amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) (the "Note") and that certain Forbearance Agreement dated August 12, 1998, as amended (the "Forbearance Agreement"), together with various other documents referenced in, contemplated by or executed in conjunction with, the Loan Agreement, the Note and the Forbearance Agreement (collectively, the "Loan Documents"); and

B. WHEREAS, as security for its obligations to the Bank, the Debtor granted a security interest to the Bank in all of the assets (the "Collateral") described in that certain General Business Security Agreement dated December 30, 1996 (such General Business Security Agreement constitutes one of the Loan Documents); and

C. WHEREAS, pursuant to Continuing Guaranties (Unlimited) dated December 30, 1996, Robert W. Fisher, the President of the Debtor as well as the holder of a security interest in the Collateral subordinate to that of the Bank, and RWF Investments, Inc., a Wisconsin corporation, the managing member of the Debtor, ("RWF" and, together with Robert W. Fisher, the "Guarantors") have guaranteed all obligations of the Debtor to the Bank; and

D. WHEREAS, the Debtor, the Guarantors and Dabzza Investments, Inc., a Wisconsin corporation, which is both a holder of a security interest in the Collateral subordinate to that of the Bank and a member of the Debtor, have acknowledged that the Debtor is in default under the terms and conditions of the Loan Documents; and

E. WHEREAS, the Debtor has surrendered certain trademark and trade name assets (the "Surrendered Marks") and that part of the goodwill of the business connected with the use of and symbolized by the Surrendered Marks (the "Goodwill") pursuant to Section 409.503 of the Wisconsin Statutes by a Voluntary Surrender Agreement dated March 25, 1999 (the "Surrender Agreement") by and among the Bank, the Debtor and the Guarantors.

F. WHEREAS, the Guarantors and Dabzza agreed to the foregoing surrender of assets by the Debtor;

G. WHEREAS, the Debtor, the Guarantors and Dabzza expressly renounced and waived their rights under Section 409.501 through and including Section 409.507 of the Wisconsin Statutes, and have consented to a private sale of the Surrendered Marks by the Bank to the Buyer; and

H. WHEREAS, the Buyer has agreed to purchase the Surrendered Marks and the Goodwill by a private sale pursuant to Section 409.504 of the Wisconsin Statutes.

NOW, THEREFORE, pursuant to the Agreement and in consideration of the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. The Buyer acknowledges and agrees that the Bank does not claim title to the Surrendered Marks. The Bank hereby transfers to the Buyer, to the extent that it has a valid perfected lien thereon, all of the Debtor's right, title and interest in and to the Surrendered Marks (as more fully described on Exhibit A attached hereto) and the Goodwill, and discharges and releases its security interest in the Surrendered Marks and the Goodwill.

2. The Buyer has performed its own due diligence with respect to the nature, existence and value of the Surrendered Marks and the Goodwill. The Bank makes no representation or warranty as to the nature, existence, or value of the Surrendered Marks and the Goodwill. The Buyer assumes all risk with respect to the nature, existence and value of the Surrendered Marks and the Goodwill.

3. The Buyer acknowledges that the Bank has transferred certain pre-packaged, finished goods inventory bearing one or more of the Surrendered Marks to Luige's for Southern Door ("Luige's") to permit Luige's to fill existing orders for pizzas bearing the Dairyland mark to Southern Door County Middle and High Schools, Emmetsburg High School, Trinity Presbyterian, Community Day Care, Sunshine Bible School and Northwood-WE School. The Buyer purchases the Surrendered Marks and Goodwill listed notwithstanding that fact.

SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE BUYER HEREBY ACCEPTS THE FOREGOING TRANSFER, AND ACKNOWLEDGES THAT THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE VALUE, TITLE, VALIDITY, ENFORCEABILITY, USABILITY OR VIABILITY OF THE SURRENDERED MARKS OR THE GOODWILL. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED. THE SURRENDERED MARKS AND THE GOODWILL ARE TRANSFERRED AS IS.

4. Bank recognizes that Buyer is entering into a Trademark Assignment Consent/Recording Agreement with Trade Winds Pizza, LLC (in the form attached hereto as Exhibit B) and that Trade Winds Pizza, LLC may be designated as Assignor (or any other appropriate designation) of the Surrendered Marks for any and all filings with governmental offices or otherwise, all as deemed necessary by Buyer.

5. Bank agrees to execute any further papers that accurately reflect the present transaction in which the Bank acts solely to transfer the interests of the Debtor in the Surrendered Marks, as necessary to effectuate full transfer of the Surrendered Marks and the Goodwill to Buyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CHOICE PRODUCTS USA, INC.

By: Richard M. Keefe

Title: President

BANK ONE, WISCONSIN

By: Doug Mitchern

Title: Vice President

ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On this 27th day of April 1999, before me personally came Doug Mitchern to me known, who being by me duly sworn did depose and say that he is an officer of Bank One, Wisconsin, the corporation described in and which executed the foregoing instrument.

[Signature]

Notary Public
State of Wisconsin
My commission expires: is permanent

EXHIBIT A

United States Federal Trademark Applications and Registrations

Registration No. 2,162,970 for "TILETOWN PIZZA"

Wisconsin Trade Names/Trademark Registrations

Dairyland Pizza (12/4/85)

Dairyland Pizza (1/29/86)

Dairyland Pizza (1/29/86)

Illinois Trademark Registrations

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Common Law Trademarks

All other unregistered Dairyland and Tiletown trademarks used or being used by Trade Winds Pizza LLC

The identifications of Trademarks listed herein are subject to change according to the particular identifications as used/recorded by Trade Winds Pizza, Inc.

**TRADEMARK ASSIGNMENT
CONSENT/RECORDING AGREEMENT**

THIS TRADEMARK ASSIGNMENT CONSENT/RECORDING AGREEMENT ("Agreement") is made as of this 29th day of April, 1999 by and among ASSIGNORS and ASSIGNEE, as identified below:

RECITALS

WHEREAS, Trade Winds Pizza, LLC, (formerly known as TWP Acquisition, LLC) a Wisconsin Limited Liability Company, located and doing business at 1085 Parkview Road, Green Bay, Wisconsin 54304, has adopted, used and is using the following Trademarks registered in the respective states, and/or registered and/or applied for with the United States Patent and Trademark Office:

United States Federal Marks

Registration No. 2,162,970 for "TILETOWN PIZZA"

Wisconsin Trade Names/Trademark Registrations:

Dairyland Pizza (12/4/85)
Dairyland Pizza (1/29/86)
Dairyland Pizza (1/29/86)

Illinois Trademark Registrations

Registration No. 58771 "Dairyland Pizza" words only
Registration No. 58776 "Dairyland" (maroon color)
Registration No. 58777 "Dairyland" (green color)

Common Law Trademarks

All other unregistered Dairyland and Tiletown trademarks used or being used by Trade Winds Pizza, LLC.

All other Trademarks, including common law marks, used or being used;

The identifications of Trademarks listed herein are subject to change according to the particular identifications as used/recorded by Trade Winds Pizza, Inc.;

All of said Trademarks, together with the goodwill of the business in connection therewith referred to herein as "Trademarks";

WHEREAS, Choice Products USA, Inc., a Wisconsin Corporation located and doing business at 2715 Hogarth Street, Eau Claire, Wisconsin (hereafter "ASSIGNEE") is desirous of acquiring the right, title and interest in and to the said Trademarks and any and all registrations thereof, including all common law rights therein;

WHEREAS, Bank One, Wisconsin, ("Bank") a Wisconsin Corporation, has a security interest in said Trademarks and possesses the right to dispose of said Trademarks pursuant to Wis. Stat. § 409, including all goodwill of the business in connection with the Trademarks;

WHEREAS, Robert W. Fisher, an individual, has or had a security interest in the Trademarks subordinate to that of Bank;

WHEREAS, RWF Investments, Inc., a Wisconsin corporation, has or had a security interest in the Trademarks subordinate to that of Bank, (Trade Winds Pizza, LLC, Robert W. Fisher, and RWF Investments, Inc, the "ASSIGNORS");

WHEREAS, the parties recognize Trade Winds Pizza, LLC has surrendered to Bank the Trademarks pursuant to Section 409.503 of the Wisconsin Statutes by a Voluntary Surrender Agreement (as described and simultaneously incorporated herein as Exhibit A);

WHEREAS, Robert W. Fisher, Dabzza Investments, Inc., and RWF Investments, Inc. are consenting to or have consented to the Surrender of Trade Winds Pizza LLC's assets to Bank;

WHEREAS, the parties hereto recognize Bank is entering into a Trademark Transfer Agreement with ASSIGNEE (as described and simultaneously incorporated herein as Exhibit B), transferring to ASSIGNEE all of Trade Winds Pizza, LLC's right, title and interest in and to the Trademarks;

WHEREAS, the parties recognize Dabzza LLC, a Wisconsin Corporation (formerly as Trade Winds Pizza, Inc.) assigned the Trademarks to Trade Winds Pizza, LLC (formerly as TWP Acquisitions, LLC), that certain of such assignment have not been recorded, and that it is in the best interests of, and mutual consideration to, the parties to have the assignments properly recorded;

WHEREAS, the parties recognize the above, and other transactions involving one or more of the parties, as well as the parties' transactions concerning the Bank, as further consideration to the parties under this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. ASSIGNORS consent to surrender of the Trademarks to Bank, and consent to transfer of the Trademarks from Bank to ASSIGNEE. ASSIGNORS recognize ASSIGNEE as exclusive owner of the Trademarks, and ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement, any Trademark assignment document, or other documents concerning the Trademarks, and/or to reflect Trade Winds Pizza, LLC as assignor (with any other appropriate identifications), and/or to reflect ASSIGNEE as owner and/or assignee. ASSIGNORS hereby agree to execute any further papers necessary to effectuate full transfer and/or recording of the Trademarks on behalf of ASSIGNEE, and all goodwill or assets appurtenant thereto, and effectuate any release or notice of release of any liens or interests therein. ASSIGNORS hereby release any security interest or lien they may have in the Trademarks.

2. To the extent not already provided, ASSIGNORS hereby sell, transfer, convey and assign to ASSIGNEE, all of their right, title and interest throughout the world in and to the Trademarks, all registrations and applications, if any, thereof, the right to recover for past infringement, the goodwill of the business in connection with which the Trademarks (or with which any similar marks) are or have been used, and release any lien or encumbrance they may have therein. ASSIGNEE is authorized, as it deems necessary, to file or record with any government office, this Agreement, any Trademark assignment

document, or other documents concerning the Trademarks, and/or to reflect Trade Winds Pizza, LLC as assignor (with any other appropriate designations), and/or to reflect ASSIGNEE as owner and/or assignee. ASSIGNORS hereby agree to execute any further papers necessary to effectuate full transfer and/or recording of the Trademarks on behalf of ASSIGNEE, and all goodwill or assets appurtenant thereto, and effectuate any release or notice of release of liens or interests therein.

3. Trade Winds Pizza, LLC represents and warrants that the Trademarks as exercised in connection with its business, have not and would not infringe the rights of any other person or entity; to the knowledge of Trade Winds Pizza, Inc, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against it, its subsidiaries, distributors or its end-user customers; Trade Winds Pizza, LLC has not entered into any agreement, license, release, or order that restricts the right of Trade Winds Pizza, LLC or ASSIGNEE to exploit the Trademarks and products used in conjunction therewith in any way; the execution, delivery, and performance of this Agreement do not and will not violate any security agreement, indenture, order, or other instrument to which Trade Winds Pizza, LLC is a party or by which it or any of its assets is bound; that as of the date hereof, no mortgage, judgment or lien has been filed and is unpaid affecting the Trademarks; that no action forbidding conveyance of the Trademarks is now pending; and that it has not conveyed the Trademark(s) to any third party and/or imposed any lien on the Trademarks, pledged the Trademarks as security, or otherwise encumbered the Trademarks.

4. Trade Winds Pizza, LLC agrees to indemnify and hold harmless Assignee, its successors and assigns, including any Subsidiary, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result of a claim or allegation that the Trademarks and products used therewith infringe any patent, copyright, trade secret, trademark, or other intellectual property right of any third party. If such a claim arises, or in either party's judgment is likely to arise, Assignee agrees to allow Trade Winds Pizza, LLC, at Trade Winds Pizza, LLC's option, to procure the right to permit the continued exercise of such rights in the Trademarks and products used therewith or to replace, relabel, or modify them without material changes to their form, fit, function, or footprint so they become noninfringing; if neither of the foregoing is available on terms that are reasonable in the parties' judgment, Assignee may, at its option, return all copies of the Trademark or products used therewith and receive reimbursement of all amounts paid. The foregoing remedial actions, however, shall not relieve Trade Winds Pizza, LLC of its indemnity obligations with respect to any loss, liability, or damage that has or may be incurred with respect to existing Trademarks or products used therewith.

5. ASSIGNORS agree to perfect or record any and all previously executed assignments of Trademarks, including any state trademark filings, to demonstrate/record assignment of Trademark(s) from Trade Winds Pizza, Inc. to TWP Acquisitions, LLC and/or to Trade Winds Pizza, LLC, with any other appropriate identifications, at ASSIGNEE's cost and expense.

6. ASSIGNORS represent and warrant that they have not assigned, licensed or restricted the Trademarks to any third party, (and/or filed or recorded any assignment or related liens or security interest concerning the Trademarks), and agree to indemnify and hold harmless Assignee, its successors and assigns, including any subsidiary, distributor, officer, director, employee, agent, contractor, licensee, or customer, from and against any loss, liability, claim, or damage (including court costs and reasonable attorney fees) sustained by it or them as a result a breach of this representation and warranty.

7. ASSIGNORS shall provide to ASSIGNEE all original files, file wrappers, licenses, assignments, and certificates of registration documents, concerning the Trademarks.

IN WITNESS WHEREOF, the parties herto have caused this Agreement to be duly executed as of the date written above.

TRADE WINDS PIZZA, LLC
BY ITS MANAGING MEMBER:
RWF INVESTMENTS, INC.

BY: Robert W. Fisher

Robert W. Fisher, President

ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
COUNTY OF Ouzagesmit) SS

On this 8th day of June, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is an officer of RWF Investments, Inc, managing member of Trade Winds Pizza, Inc, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Jane A. Stach
Notary Public
State of Wisconsin
My commission expires: is permanent

RWF INVESTMENTS, INC.

BY: Robert W. Fisher
Robert W. Fisher, President

ACKNOWLEDGEMENT:

STATE OF WISCONSIN)
COUNTY OF Ouzagesmit) SS

On this 8th day of June, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is an officer of RWF Investments, Inc, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Jane A. Stach
Notary Public

State of Wisconsin

My commission expires: is permanent

Robert W. Fisher

Robert W. Fisher

ACKNOWLEDGEMENT:

STATE OF WISCONSIN

COUNTY OF Ozaukee

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On this 8th day of June, 1999, before me personally came Robert W. Fisher to me known, who being by me duly sworn did depose and say that he is executed the foregoing instrument on his behalf.

Richard A. Stark

Notary Public

State of Wisconsin

My commission expires: is permanent

CHOICE PRODUCTS USA, INC.

BY:

Richard McHugh

Richard McHugh

Exhibit A

Voluntary Surrender Agreement.

Exhibit B

Trademark Transfer Agreement