



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 20, 2000, by and between Steuben Foods, Incorporated and LaSalle Business Credit, Inc., as Agent.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
1553081	USA	8/22/89	Steuben

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Steuben Foods, Incorporated, a corporation formed under the laws of New York, located at 155-04 Liberty Avenue, Jamaica, New York 11433 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, Inc. ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
October 30, 2000

Witness:

Nicole Talbot

STEUBEN FOODS, INCORPORATED

By:  Robert E. Bratt   
Name:  ROBERT E. BRATT   
Its:  U.P. & C.F.O.

Witness:

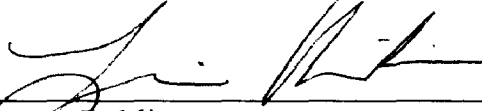
Nicole Talbot

LASALLE BUSINESS CREDIT, INC., as  
Agent

By:  Michael Richmond   
Name:  Michael Richmond   
Its:  Sr. V.P.

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

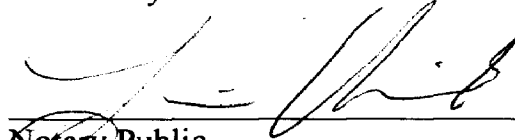
On this 30 day of October, 2000, before me personally came R. Books, to me known, who, being by me duly sworn, did depose and say that s/he is the V.P. & C.F.O. of Steuben Foods, Incorporated, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

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

**LUISA VIZCARRONDO**  
Notary Public, State of New York  
No. 01VI6030588  
Qualified in New York County  
Commission Expires Sept. 30, 2001

On this 30 day of October, 2000, before me personally came Mr. Richmond, to me known, who, being by me duly sworn, did depose and say that s/he is the SR. V.P. of LaSalle Business Credit, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

  
Notary Public

**LUISA VIZCARRONDO**  
Notary Public, State of New York  
No. 01VI6030588  
Qualified in New York County  
Commission Expires Sept. 30, 2001