

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Consolidated Biscuit Co.

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation Ohio
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2 Name and address of receiving party(ies)

Name: Fifth Third Bank, as agent

Internal Address: _____

Street Address: 38 Fountain Square Plaza, MD 109047

City: Cincinnati State: OH ZIP: 45263

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- Other _____

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: April 25, 2005

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

A. Trademark Application No.(s)

78975790
78544969

B. Trademark Registration No.(s)

1426743

Additional numbers attached? Yes No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State IL ZIP: 60603

6 Total number of applications and trademarks involved:

3

7. Total fee (37 CFR 3.41)\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0305

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

Attorney Docket No. 1603620

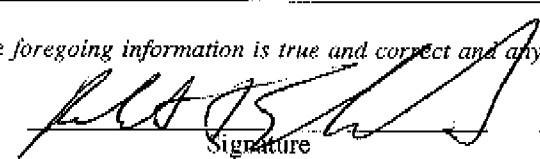
DO NOT USE THIS SPACE

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.

Robert J. Schneider

Name of Person Signing



Signature

May 2, 2005

Date

Total number of pages including cover sheet, attachments, and document: 7

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

CH \$90.00 500305 78975790

TRADEMARK COLLATERAL AGREEMENT

This 25th day of April, 2005, CONSOLIDATED BISCUIT CO., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 312 Rader Road, McComb, Ohio 45858, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to FIFTH THIRD BANK, an Ohio banking corporation ("*Fifth Third*") with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Fifth Third acting as such agent and any successor or successors to said Fifth Third in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in-respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement Re: Intellectual Property bearing even date herewith by and among Debtor, certain affiliates of Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-

To-Use Application as collateral security for the Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By William H. Varney
Name: William H. Varney
Title: Vice President

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

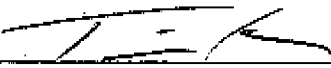
By _____
Name Timothy L. Kerr
Title Vice President

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be executed as of the date and year last above written.

CONSOLIDATED BISCUIT CO.

By _____
Name: William H. Varney
Title: Vice President

FIFTH THIRD BANK, as Agent as aforesaid for
the Secured Creditors

By  _____
Name Timothy L. Kerr
Title Vice President

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TITLE	REGISTRATION NO.	REGISTRATION DATE	SERIAL NO.	ISSUE DATE
R Royal Crest	1426743	January 27, 1987	73600199	May 22, 1986
Fireside Baking Company			78975790	September 3, 2002
Wholesome Goodness Pledge			78544969	January 10, 2005

COMMON LAW MARKS AND TRADE NAMES

-NONE-

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

-NONE-

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

-NONE-