

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Columbus Manufacturing, Inc.		02/09/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2564220	A TASTE OF SAN FRANCISCO	
Registration Number:	1736834	CARIANI SINCE 1898 A SAN FRANCISCO TRADITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.100		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$65.00 2564220

Signature:	/njb/
Date:	02/16/2007
<b>Total Attachments: 4</b> source=Columbus Amendment #1 to Trademark Security Agreement#page1.tif source=Columbus Amendment #1 to Trademark Security Agreement#page2.tif source=Columbus Amendment #1 to Trademark Security Agreement#page3.tif source=Columbus Amendment #1 to Trademark Security Agreement#page4.tif	

**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of April 29, 2006 (the "Trademark Security Agreement") made by Columbus Manufacturing, Inc., a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is made as of February 9, 2007.

WHEREAS, Grantor, Columbus Distributing, Inc., a Delaware corporation (together with Grantor, "Borrowers"), Agent and the financial institutions signatory thereto from time to time as lenders ("Lenders") are parties to that certain Credit Agreement dated as of April 29, 2006, as it may be amended, restated or otherwise modified from time to time (the "Credit Agreement") pursuant to which Agent and Lenders have agreed to make the Loans and issue Letters of Credit for the benefit of Borrowers;

WHEREAS, the Grantor and Agent are parties to that certain Guarantee and Collateral Agreement dated as of April 29, 2006, as it may be amended, restated or otherwise modified from time to time (the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 5.7 of the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;


NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule 1 as referred to in the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

COLUMBUS MANUFACTURING, INC.

By:   
Name: ADAM S FERRIS  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

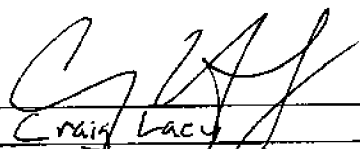
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

COLUMBUS MANUFACTURING, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  \_\_\_\_\_  
Name: Craig Lacy  
Title: Managing Director

**SCHEDULE A**

<b>Mark</b>	<b>Registration No.</b>	<b>Date</b>
A Taste of San Francisco	2564220	April 23, 2002
Cariani Since 1898 a San Francisco Tradition	1736834	December 1, 1992