

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):
Wisconsin Cheese Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Wisconsin
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank
Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 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 names(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 30, 2004

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
76/591,646

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,495,264 2,752,254
2,686,430 2,876,481
1,356,204 2,752,253

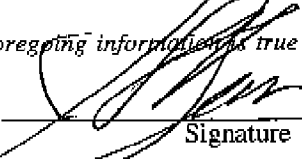
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jane S. Berman
Internal Address: Chapman and Cutler LLP
Street Address: 111 West Monroe Street
City: Chicago State IL ZIP: 60603

6. Total number of applications and trademarks involved: 7

7. Total fee (37 CFR 3.41)\$ 190.00
 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. 1600386

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.
Jane S. Berman  January 5, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$190.00 600306 76691646

**WISCONSIN CHEESE GROUP, INC.
TRADEMARK COLLATERAL AGREEMENT**

This 30th day of December, 2004, Wisconsin Cheese Group, Inc., a Wisconsin corporation ("*Debtor*") with its principal place of business and mailing address at 105 Third Street, Monroe, Wisconsin 53566-0228, 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 Harris Trust and Savings bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 and its successors and assigns ("*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 bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

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 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 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 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.

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

Wisconsin Cheese Group, Inc.

(CORPORATE SEAL)

By [Signature]
Its Vice President and Secretary

ATTEST:

[Signature]
Its Secretary

Ryan E. Bloom
(Type or Print Name)

Harris Trust and Savings Bank

Michelle L. McMahon
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

Wisconsin Cheese Group, Inc.

(CORPORATE SEAL)

By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

Harris Trust and Savings Bank

(Type or Print Name)

By Jennifer Wendrow
Its VICE PRESIDENT

JENNIFER WENDROW
(Type or Print Name)

STATE OF New Jersey)
) SS
COUNTY OF Morris)

I, Michelle L. McMahon a Notary Public in and for said County, in the State aforesaid, do hereby certify that Doyan Bloom of Wisconsin Cheese Group, Inc., a Wisconsin corporation, and _____ Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 28th day of December, 2004.

(NOTARIAL SEAL)

Michelle L. McMahon
Notary Public

My Commission Expires:

Michelle L. McMahon
(Type or Print Name)

**MICHELLE L. MCMAHON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
FEBRUARY 19 2008**

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jennifer Wendrow, a Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of December, 2004.



Nancy J. Skoda
Notary Public

Nancy J. Skoda
(Type or Print Name)

My Commission Expires:
11/02/08

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
EL VIAJERO	1,495,264	1/28/87
HONEY CREEK	2,686,430	2/11/03
BOLT	1,356,204	2/11/85
WISCONSIN FARMS	2,752,254	6/1/99
QUESERIA CARIBE	2,876,481	4/15/03
WUNDERBAR	2,752,253	8/18/03

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
BIO SALUD! (WITH DESIGN)	FILING PENDING	
E-Z MELT	76/591,646	5/11/04
QUESO MELT	FILING PENDING	
THE MEXICAN PARMESAN	FILING PENDING	

COMMON LAW MARKS AND TRADE NAMES

- (A) WISCONSIN LACE
- (B) MOZZA WHIPS
- (C) SWISS SWIRL
- (D) COUNTRY PURE
- (E) VIKING (DESIGN)
- (F) BEER KAESE

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

- (A) CHEESAMERICA (WITH A FLAG OVER THE I). (WISCONSIN ONLY)
- (B) QUESERIA CHALCO (WISCONSIN ONLY)

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

None.

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

TRADEMARK LICENSES