

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of February, 2005, Buehler Foods, Inc., an Indiana corporation ("*Debtor*") with its principal place of business and mailing address at 1100 West 12th Avenue, Jasper, Indiana 47547, 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, as administrative agent, 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 Secured Obligations of Debtor as set out in that certain Security Agreement dated as of October 18, 2004 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.

BUEHLER FOODS, INC.

By *David G. Buehler*
David G. Buehler, Chief Executive Officer

ATTEST:

Kris Buehler Massat, Sec.
Kris Buehler Massat, Secretary

(CORPORATE SEAL)

HARRIS TRUST AND SAVINGS BANK, as
administrative agent

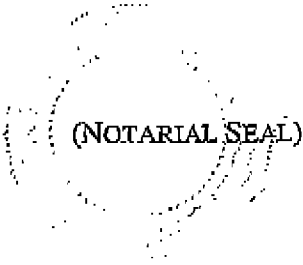
By *C. Scott Place*
Its Director

C. Scott Place
(Type or Print Name)

STATE OF INDIANA)
) SS
COUNTY OF DUBOIS)

I, Jeanne A. Foster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David G. Buehler, Chief Executive Officer of Buehler Foods, Inc., an Indiana corporation, and Kris Buehler Massat, 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 Chief Executive Officer 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 Kris Buehler Massat, Secretary, then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as her 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 3 day of February, 2005.



Jeanne A. Foster
Notary Public

Jeanne A. Foster
(Type or Print Name)

County of Residence:
Dubois

My Commission Expires:
May 4, 2009

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David B. Roberts, a Notary Public in and for said County, in the State aforesaid, do hereby certify that C. Scott Place, Director of Harris Trust and Savings Bank, an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 3rd day of February, 2005.

David B Roberts
Notary Public



DAVID B. ROBERTS
(Type or Print Name)

County of Residence:

My Commission Expires:

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
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-NONE-

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
NOZZ	78389992	3/24/04
(2) DESIGN ONLY	78390066	3/24/04

COMMON LAW MARKS AND TRADE NAMES

Buy-Low

Buehler Fresh Market

Buehler's Buy-Low

Save-A-Lot

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

-NONE-

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

-NONE-

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

TRADEMARK LICENSES

-NONE-