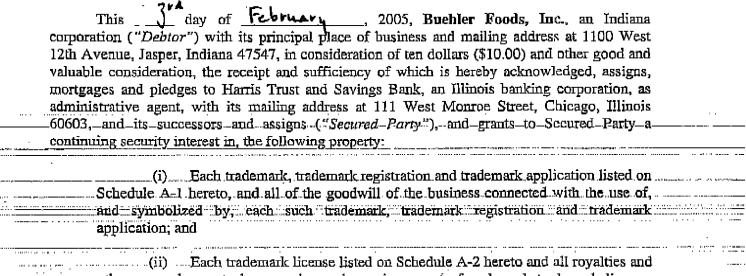
Form PTO-159-4 RECORDATION FORM (Rev. 6-93) TRADEMARKS											
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.											
1. Name of conveying party(ies): Buehler Foods, Inc. Individual(s) General Partnership Limited Partnership	Name and address of receiving party(ies)										
X Corporation Indiana	City: Chicago State: IL ZIP: 60603										
Other Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance: Assignment Merger X Security Agreement Change of Name Other Execution Date: February 3, 2005 4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 78389992 78390066	Individual(s) edizenship Association Ganeral Parmership Limited Parmership X Corporation-State Illinois Other If anagore to not demodified in the United States, a demonstrative designation is attached: Yes No (Designations mass be a superior document term and (gannent) Additional names(s) & address(s) attached? Yes X No B. Tradernark Registration No.(s)										
Additional numbers attached? Yes X No 5. Name and address of party to whom correspondence 6. Total number of applications and 2											
concerning document should be mailed:	trademarks involved:										
Name: John R. Crossan	7. Total fee (37 CFR 3.41)\$ 65.00										
Internal Address: Chapman and Cutter LLP	Enclosed										
	X Authorized to be charged to deposit account										
Street Address: 111 West Monroe Street	8. Deposit account number. 50-0305										
City: Chicago State IL ZIP: 60603	(Attack duplicate copy of this page if paying by deposit account) Attorney Docket No. 1599232										
DO NOT USE THI	S SPACE										
9. Statement and signature: To the best of my knowledge and belief, the foregoing information copy of the original document. John R. Crossan	February 11, 2005										
Name of Person Signing Total number of pages including over sheet, attachments, and document: 7											

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

TRADEMARK COLLATERAL AGREEMENT



- 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 Con Several (BO)
	David G. Buehler, Chief Executive Officer
ATTEST:	
Kris Buehler Massat, Secretary	dec. (CORPORATE SEAL)
	HARRIS TRUST AND SAVINGS BANK, as administrative agent
	By
	C. Scott Place

(Type or Print Name)

STATE OF INDIANA)	
COUNTY Of DUBOIS) S\$)	
Buehler Foods, Inc., an Indiana corporation, who are personally subscribed to the foregoing in respectively, appeared before medelivered the said instrument as the and deed of said corporation for the Massat, Secretary, then and there said corporation did affix the co	, a Notary Public in and for said Country certify that David G. Buehler, Chief Executive Officer of a corporation, and Kris Buehler Massat, Secretary of said known to me to be the same persons whose names at a strument as such Chief Executive Officer and Secretary e this day in person and acknowledged that they signed an heir own free and voluntary act and as the free and voluntary at he uses and purposes therein set forth; and the said Kris Buehler acknowledged that she, as custodian of the corporate seal of said corporation to said instrument as her own the free and voluntary act of said corporation, for the uses an effect and voluntary act of said corporation, for the uses and	of id re y, of ct er of
- phipodos therein sec rotals	notarial seal, this 3 day of Abruay, 2005.	
Given under my hand and	notarial seal, this day of	7.17.
	Janue A. Foster	
(NOTARIAL SEAL)	Notary Public	
1 m - 114 - 12 - 12 - 12 - 12 - 12 - 12 - 1		
	Jeanne A. Foster	,
	(Type or Print Name)	
County of Residence:		
<u>Dubors</u>		
My Commission Expires:		
May 4, 2009_		

TRADEMARK REEL: 003036 FRAME: 0128

STATE OF ILLINOIS) SS			
COUNTY OF COOK)			
the State aforesaid, do he Divector personally known to me to instrument as such Divector acknowledged that he signed and as the free and voluntary set forth.	breby certify that of Harris Trust and Sa be the same person to compare the said	vings Bank, an Indi whose name is sub- red before me the instrument as his over	scribed to the foregoing is day in person and wn free and voluntary act—	
had property and the second of		3 day of Felo	19.64	
Given under my hand	l and notarial seal, this	tray of 1 = 1		
and and the second seco	-,	Dave	Brown	5
(NOTARIAL SEAL)	_	Notar	y Public	
Official Seal David B Roberts Notary Public State of Illinois My Commission Expires 08/13/07			3. Roberts	
	<u>. </u>	(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
	-NONE-	- ball 40 100 100
Pending Fedel	rat. Trademari	K APPLICATIONS
	SERIAL NO.	FILED
NOZZ (2) DESIGN ONLY	78389992 78390066	3/24/04 3/24/04

COMMON LAW MARKS AND TRADE NAMES

Buy-Low

Buchler Fresh Market

Buehler's Buy-Low

Save-A-Lot

REGISTERED STATE TRADEMARKS AND TRADEMARK APPLICATIONS

-NONE-

REGISTERED FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

-NONE-

TRADEMARK REEL: 003036 FRAME: 0130

RECORDED: 02/11/2005

SCHEDULE A-2 TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

-NONE-

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TRADEMARK **REEL: 003036 FRAME: 0131**