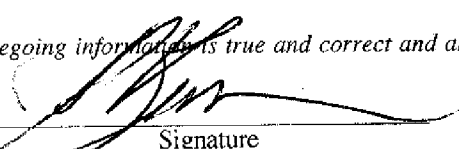


Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<b>1. Name of conveying party(ies):</b> DCI Cheese Company, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Wisconsin</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and address of receiving party(ies)</b> Name: <u>Harris Trust and Savings Bank,</u> <u>as administrative agent</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Illinois</u> <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:</small> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>April 20, 2005</u>					
<b>4. Application number(s) or trademark number(s):</b> A. Trademark Application No.(s) <u>See Schedule A-1, attached</u>			B. Trademark Registration No.(s) <u>See Schedule A-1, attached</u>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>			<b>6. Total number of applications and trademarks involved:</b> <span style="border: 1px solid black; padding: 2px;">23</span>  <b>7. Total fee (37 CFR 3.41) .....\$</b> <u>590.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1604362</u>		
DO NOT USE THIS SPACE					
<b>9. Statement and signature:</b> <i>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.</i> <u>Jane S. Berman</u>  <u>April 21, 2005</u> Name of Person Signing                                      Signature                                      Date Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span>					

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

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1604362  
**700172668**

**TRADEMARK**  
**REEL: 003101 FRAME: 0910**

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

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
AMISH TRADITIONS	2,927,733	2/22/05
AMISH TRADITIONS AND DESIGN	2,927,734	2/22/05
CAESAR JACK	2,595,746	7/16/02
DANAMARK	2,507,737	11/13/01
DUTCHMARK	2,826,556	3/23/04
FLORALIE	2,855,329	6/15/04
GREEK ISLE AND DESIGN	2,580,717	6/18/02
LA BAI A VERDE	2,891,885	10/5/04
ORGANIC CREAMERY AND DESIGN	2,755,277	8/26/03
SALEMVILLE	2,187,902	9/8/98
SAN DOMENICO	2,849,605	6/1/04
TIMBER LAKE	2,363,297	6/27/00

**PENDING FEDERAL TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL NUMBER	APPLICATION DATE
ALPENHAUS	78/355,678	12/3/03
BALDERSON SINCE 1881 AND DESIGN	78/364,184	2/6/04
CAESAR	78/453,842	7/21/04
CHEESE MASTERS	78/147,396	7/25/02
DELI USA	78/490,713	9/28/04
EL MECO	78/411,412	4/30/04
GREEN BAY CHEESE	76/438,390	8/7/02
INTERNATIONAL CHEESE COLLECTION	78/389,609	3/23/04
LEGENDS OF CHEDDAR	78/548,035	1/14/05
PARTY EXPRESS	78/566,972	2/14/05
SILLY CHEESE	78/178,387	10/25/02

## TRADEMARK COLLATERAL AGREEMENT

This 20th day of April, 2005, DCI CHEESE COMPANY, INC., a Wisconsin corporation ("*Debtor*"), with its principal place of business and mailing address at 119 S. Main Street, Mayville, Wisconsin 53050, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), a lien on, and 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 bearing even date herewith between Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as granting a security interest to Agent 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*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the 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 and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

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

DCI CHEESE COMPANY, INC.

By Samuel E. Hilling  
Name: Samuel E. Hilling, Jr.  
Its: CHIEF FINANCIAL OFFICER

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK, as  
administrative agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

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

DCI CHEESE COMPANY, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS TRUST AND SAVINGS BANK, as  
administrative agent

By Betzaida Erdelyi  
Name: BETZAIDA ERDELYI  
Its: VICE PRESIDENT

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

**TRADEMARK LICENSES**

NONE