

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Market Day Corporation

- Individual(s)
- General Partnership
- Corporation-State IL
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 04/15/2005

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business

Internal Address: Financial Services Inc., as Agent *ADMINISTRATIVE*

Street Address: 222 N. LaSalle Street

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other division of a Delaware corporation

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 name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/220,066

B. Trademark Registration No.(s) 2,251,414

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

**43**

7. Total fee (37 CFR 3.41).....\$ 1090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

56-3155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson  
Name of Person Signing



04/18/2005  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$1090.00 603156 78220066

**PAGE 2 TO RECORDATION FORM COVER SHEET - TRADEMARKS**

<b>Application Nos. (continued)</b>
78/429,624
78/429,635
78/429,648
78/358,520
78/407,341
78/407,348
78/407,363
78/264,773
78/356,273
78/424,540
78/429,651
78/429,663

<b>Registration Nos. (Continued)</b>	
	2,843,315
2,533,562	2,754,879
1,748,404	2,627,527
1,672,705	1,791,794
1,537,842	2,186,361
1,308,211	
2,216,591	
2,727,690	
1,561,173	
2,433,169	
2,338,645	
2,860,429	
1,522,793	
2,323,494	
2,648,025	
1,225,330	
2,638,229	
1,522,087	
1,701,174	
1,968,229	
1,617,046	
2,306,989	
2,255,248	
2,903,282	
2,334,876	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of April, 2005 by MARKET DAY CORPORATION, an Illinois corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

**WITNESSETH**

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MARKET DAY CORPORATION**, an Illinois corporation

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

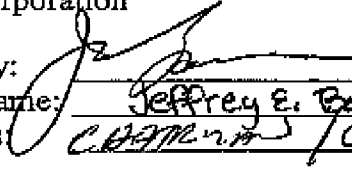
Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By: Aleen M. Hartje  
Name: Aleen M. Hartje  
Its: Vice President

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MARKET DAY CORPORATION**, an Illinois corporation




By:   
Name: Jeffrey E. Boies  
Its: CEO

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent







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

**SCHEDULE 1**  
**to Trademark Security Agreement**

Mark	Country	App./Reg. No.	Filing Date/ Registration Date
ANIMAL BITES	U.S.	2,251,414	June 8, 1999
APPLE SEED	U.S.	2,533,562	January 29, 2002
APPLE SEED & Design 	U.S.	1,748,404	January 26, 1993
BREAKFAST BUNDLES	U.S.	1,672,705	January 21, 1992
CHICAGO PACKING & PROVISION	U.S.	1,537,842	May 2, 1989
CHICKEN CLASSICS	U.S.	1,308,211	December 4, 1984
CHICKEN CLASSICS	U.S.	2,216,591	January 5, 1999
CHICKEN CREATIONS	U.S.	2,727,690	June 17, 2003
CHICKEN GEMS	U.S.	1,561,173	October 17, 1989
CORE REWARDS	U.S.	2,433,169	March 6, 2001
DINNER SENSATIONS	U.S.	2,338,645	April 4, 2000
FAMILY OF FUNDRAISERS	U.S.	78/220,066	May 25, 2004
FREEQUENT BUYER	U.S.	2,860,429	July 6, 2004
G & Design	U.S.	78/429,624	June 3, 2004
G & Design	U.S.	78/429,635	June 3, 2004
G & Design	U.S.	78/429,648	June 3, 2004
GET ACQUAINTED BOX	U.S.	1,522,793	January 31, 1989
GRANDIOSA	U.S.	2,323,494	February 29, 2000
MARKET DAY	U.S.	2,648,025	November 12, 2002
MARKET DAY	U.S.	1,225,330	January 25, 1983
MARKET DAY & Design 	U.S.	2,638,229	October 22, 2002
MARKET DAY & Design 	U.S.	1,522,087	January 24, 1989
MARKET DAY DIRECT SHIP ANYWHERE IN THE U.S. & DESIGN	U.S.	78/358,520	January 28, 2004
MARKET DAY...THE ORIGINAL FUNDRAISING FOOD COOPERATIVE & Design	U.S.	1,701,174	July 14, 1992


Trademark Security Agreement

**TRADEMARK**  
**REEL: 003110 FRAME: 0443**

Mark	Country	App./Reg. No.	Filing Date/ Registration Date
 <b>Market Day</b> ... the Original Fundraising Food Cooperative.			
MARKET DAY GOURMET	U.S.	78/407,341	April 23, 2004
MARKET DAY GOURMET	U.S.	78/407,348	April 23, 2004
MARKET DAY GOURMET	U.S.	78/407,363	April 23, 2004
Miscellaneous Design (Apples within Apples design) 	U.S.	78/264,773	June 19, 2003
NATURALE GRILLS PLUS & Design 	U.S.	1,617,046	October 9, 1990
QUESA DIPPERS	U.S.	2,306,989	January 11, 2000
QUESA DIPPERS & Design 	U.S.	2,255,248	June 22, 1999
RANCH STEAKS	U.S.	2,903,282	November 16, 2004
REPPAK	U.S.	2,334,876	March 28, 2000
ROUNDWICHES	U.S.	2,843,315	May 18, 2004
SCHOOLSHARE	Canada	615,927	July 28, 2004
SCHOOLSHARE	U.S.	2,754,879	August 26, 2003
SCHOOLSHARE & Design 	Canada	584,439	June 27, 2003
 SCHOOLSHARE & Design	U.S.	2,627,527	October 1, 2002
SPLIT-TOPPER	U.S.	1,791,794	September 7, 1993
SQUARE WICHES	U.S.	78/356,273	January 23, 2004

Trademark Security Agreement

**TRADEMARK**  
REEL: 003110 FRAME: 0444

Mark	Country	App./Reg. No.	Filing Date/Registration Date
TASTE FOR HEALTH & Design 	U.S.	2,186,361	September 1, 1998
TASTE THE GIFT OF GIVING	U.S.	78/424,540	May 25, 2004
TASTE THE GIFT OF GIVING	U.S.	78/429,651	June 3, 2004
TASTE THE GIFT OF GIVING	U.S.	78/429,663	June 3, 2004

Trademark Security Agreement

RECORDED: 04/20/2005

TRADEMARK  
REEL: 003110 FRAME: 0445