

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):

American Foods Group, LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation

Other Delaware Limited Liability Company  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Harris N.A., as Agent

Internal Address: \_\_\_\_\_

Street Address: 111 West Monroc

City: Chicago State: IL ZIP: 60603

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

Other National Banking Association

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(s) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: August 29, 2005

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

A. Trademark Application No.(s)  
See Schedule A, attached

B. Trademark Registration No.(s)  
See Schedule A, attached

Additional numbers attached?  Yes  No

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

Name: John R. Crossan

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:

13

7. Total fee (37 CFR 3.41) ... \$ 340.00

- 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. 1601343

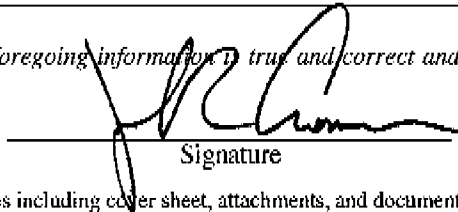
DO NOT USE THIS SPACE

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.*

John R. Crossan

Name of Person Signing



Signature

September 2, 2005

Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$340.00 500305 78129049

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARK	REG. NO.
Ackerman & Cooke Design	2250365
American Foods Group & Stylize	2088714
America's Meals	2482664
America's Meals & Design	2286415
Deli Superb	1614066
Golden Prairie	1246510
Golden Superb	2741822
IPI and Design	1119360
Server's Choice	1609942
Sheboygan	1106750
Sheboygan Sausage Company	1500675
Sheboygan Sausage Company	
Smokrest	2649664

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

MARK	COUNTRY	REG. No./ APPLICATION NO.
American's Heartland	Canada	Application No. 1205519
American's Heartland	Korea (South)	608286
American's Heartland	Mexico	845346
American's Heartland	Taiwan	1129747

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	APPLICATION NO.
American's Heartland	781290495

## TRADEMARK COLLATERAL AGREEMENT

This 29th day of August, 2005, American Foods Group, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 10 Riverside Drive, Long Prairie, Minnesota 56347, 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 N.A., as Agent, a national banking association with its mailing address at 111 West Monroe, 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 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) 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 hereto 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;

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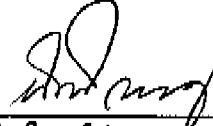
to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the 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.

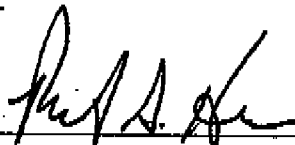
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth 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.

AMERICAN FOODS GROUP, LLC

By   
Its VP-GEN'L COUNSEL

ATTEST:

  
Its Secretary  
ACST

DOMINICK V. DRIANO, JR  
(Type or Print Name)

HARRIS N.A., as Agent

ROBERT A. HOUDE  
(Type or Print Name)

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF RAMSEY )

I, RUSSELL J. SUDEITH, JR a Notary Public in and for said County, in the State aforesaid, do hereby certify that DONALD V. DRIANO, JR - V.P. - GEN'L COUNSEL of American Foods Group, LLC, a Delaware limited liability company, and ROBERT A. HOWDE, ASST Secretary of said limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP-GEN'L COUNSEL and ASST 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 limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29<sup>th</sup> day of August, 2005.

(NOTARIAL SEAL)

*Russell J. Sudeith, Jr*  
Notary Public

My Commission Expires:

1-31-10

Russell J. Sudeith, Jr.  
(Type or Print Name)



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

AMERICAN FOODS GROUP, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
(Type or Print Name)

HARRIS N.A., as Agent

\_\_\_\_\_  
(Type or Print Name)

By Joe R. Carley  
Its Vice President

\_\_\_\_\_  
John R. Carley  
(Type or Print Name)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Doris J Veley, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John R. Carley, Vice President of HARRIS N.A., a national banking association, 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 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 association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of August, 2005.

(NOTARIAL SEAL)

Doris J Veley  
Notary Public

Doris J. Veley  
(Type or Print Name)

My Commission Expires:

