

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vienna Beef Ltd.		03/17/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3048401	BISTRO CHILI
Registration Number:	2610330	BISTRO ENTREES
Registration Number:	3026307	BISTRO SOUPS
Registration Number:	2892990	CHELI'S CHILI
Registration Number:	2567309	CHICAGO'S HOT DOG
Registration Number:	3037435	CHICAGO PICKLE COMPANY CHIPICO FAMOUS FOR FLAVOR SINCE 1925
Registration Number:	2907633	DAMEN AVE EXPRESS
Registration Number:	2652601	DELANCEY STREET
Registration Number:	2624116	
Registration Number:	2935930	
Registration Number:	2994029	FASTBALL FRANKS
Registration Number:	3039667	K
Registration Number:	3044012	KING'S CHOICE

CH \$565.00 3048401

Registration Number:	3039774	MAXWELL STREET DELI
Registration Number:	3039775	MAXWELL STREET MARKET
Registration Number:	3056951	TWO BROS. PICKLES
Serial Number:	78646987	BISTRO SOUPS & CHILI
Serial Number:	78626455	V CARVING STATION VIENNA BEEF
Serial Number:	76546495	CHEDDARHEAD SOUPS
Serial Number:	78637370	THE WEENIE THE WORLD AWAITED
Serial Number:	76622140	V SINCE 1893 VIENNA TASTE THE TRADITION
Serial Number:	78638821	DRAG IT THROUGH THE GARDEN

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-807-4350
Email: trademarks@bellboyd.com, shakim@bellboyd.com
Correspondent Name: Bell, Boyd & Lloyd LLC
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115190-9
NAME OF SUBMITTER:	Sana Hakim
Signature:	/sh/
Date:	03/17/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 17, 2006 (this "**Agreement**"), is between **VIENNA BEEF LTD.**, an Illinois corporation ("**Borrower**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("**Bank**").

RECITALS:

A. Borrower and Bank have entered into a Second Amended and Restated Credit Agreement of even date herewith (such Second Amended and Restated Credit Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which Bank has agreed to make loans and other financial accommodations to Borrower.

B. One of the conditions precedent to Bank's obligations under the Credit Agreement is that Borrower shall have executed and delivered this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Bank, and grant to Bank a continuing security interest in, all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in Item A of **Attachment 1** hereto and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) all divisions or renewals of any of the items described in clause (i);

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i); and

(iv) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration, including the Trademarks or any Trademark registration referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by each Borrower for the purpose of registering the security interest of Bank in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under the Credit Agreement and other Credit Documents. The Credit Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment and performance in full of all of Borrower's Obligations then owing and the termination of the Commitments, Bank shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. **Acknowledgement.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Collateral Instrument.** This Agreement is a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement

[remainder of page intentionally left blank]

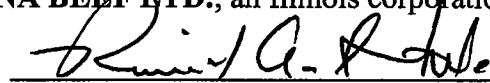
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Address:

2501 Damen Avenue
Chicago, Illinois 60647

VIENNA BEEF LTD., an Illinois corporation

By



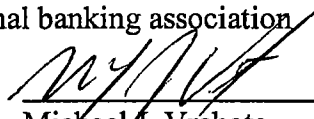
Richard A. Steele
Senior Vice President and Chief Financial
Officer

Address:

135 South LaSalle Street
Chicago, Illinois 60603

LASALLE BANK NATIONAL ASSOCIATION, a
national banking association

By

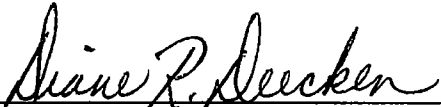


Michael J. Vrchota
Senior Vice President

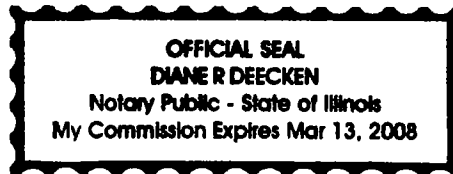
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 17th day of March, 2006, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Richard A. Steele, to me known to be the Senior Vice President and Chief Financial Officer of Vienna Beef Ltd., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he/she is the Senior Vice President and Chief Financial Officer of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for said State and County
My commission expires: *March 13, 2008*



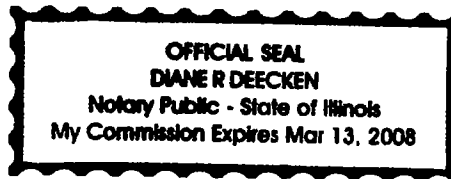
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss:

On this 17th day of March, 2006, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Michael J. Vrchota, to me known to be a Senior Vice President of LaSalle Bank National Association, a national banking association, that executed the foregoing instrument, and upon oath did depose that he is a Senior Vice President of said national banking association as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for said State and County
My commission expires: *March 13, 2008*



ATTACHMENT 1

ITEM A

TRADEMARKS

REGISTERED TRADEMARKS

Country	Trademark	Registration No.
USA	Bistro Chili (& Design)	3048401
USA	Bistro Entrees	2610330
USA	Bistro Soups (& Design)	3026307
USA	Cheli's Chili (& Design)	2892990
USA	Chicago's Hot Dog	2567309
USA	Chipico Chicago Pickle Company – Famous For Flavor Since 1925 (& Design)	3037435
USA	Damen Ave Express (& Design)	2907633
USA	Delancey Street	2652601
USA	Design Only (Hot Dog Sandwich)	2624116
USA	Design Only (Pickle on Fork)	2935930
USA	Fastball Franks	2994029
USA	K (& Design – Hot Dog on Fork)	3039667
USA	King's Choice	3044012
USA	Maxwell Street Deli (& Design)	3039774
USA	Maxwell Street Market (& Design)	3039775
USA	Two Bros. Pickles (& Design)	3056951

PENDING TRADEMARK APPLICATIONS

Country	Trademark	Registration No.
USA	Bistro Soups & Chili (& Design)	78/646987
USA	Carving Station Vienna Beef (& Design of V with Hot Dog on Fork)	78/626455
USA	CheddarHead Soups (& Design)	76/546495
USA	Drag It Through the Garden	78/638821
USA	The Weenie The World Awaited	78/637370
USA	Vienna Taste The Tradition (& Design – V-Hot Dog on Fork Since 1893	76/622140