

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
Carter Meister, L.L.C.		06/07/2006	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Harris N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3076571	GREAT MIDWEST	
Registration Number:	3079389	GREAT MIDWEST	
Serial Number:	78646311	RANCH JACK	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1604362		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 3076571

900050735

TRADEMARK
REEL: 003324 FRAME: 0028

Signature:

/richard kalwa/

Date:

06/08/2006

Total Attachments: 5

source=2064048#page1.tif

source=2064048#page2.tif

source=2064048#page3.tif

source=2064048#page4.tif

source=2064048#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 7th day of June, 2006, CARTER MEISTER, L.L.C., a Wisconsin limited liability company ("*Debtor*"), with its principal place of business and mailing address at 3018 Highway 145, P.O. Box 1282, Richfield, Wisconsin 53076, 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 N.A., a national banking association ("*Harris*") 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 (Harris acting as such administrative agent and any successor or successors to Harris 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 Amended and Restated Security Agreement dated as of the date hereof among Debtor, the other debtors party thereto and the Agent, as the same has been or 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 acknowledges 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.

CARTER MEISTER, L.L.C.

By _____
Name: Paul E. Silke
Its: _____

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

HARRIS N.A., 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.

CARTER MEISTER, L.L.C.

By _____
Name: _____
Its: _____

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

HARRIS N.A., as administrative agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Vice President

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Serial Number	Registration Number	Date
Great Midwest (and Design)	78/606,163	3,076,571	4/4/06
Great Midwest (block Letters)	78/606,153	3,079,389	4/11/06

PENDING FEDERAL TRADEMARK APPLICATIONS

Trademark	Application Number	Date
RANCH JACK	78/646,311	6/8/05

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None