

## 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
DCI Cheese Company, Inc.		06/07/2006	CORPORATION: 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: 12

Property Type	Number	Word Mark
Registration Number:	3030268	ALPENHAUS
Registration Number:	3057379	DELI USA
Registration Number:	3035799	LEGENDS OF CHEDDAR
Registration Number:	3035866	LEGENDS
Registration Number:	3083891	PARTY EXPRESS
Serial Number:	76358899	AMERIBLUE
Serial Number:	78155050	FLORETTE
Serial Number:	76268614	ARS
Serial Number:	76438390	GREEN BAY CHEESE
Serial Number:	78740175	INTERNATIONAL AFFINEUR CHEESE COLLECTION
Serial Number:	76360698	NORTHERN LIGHTS
Serial Number:	78798059	SALAD TRIO

## CORRESPONDENCE DATA

900050887

TRADEMARK  
REEL: 003325 FRAME: 0549

CH \$315.00 3030268

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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

Signature:

/richard kalwa/

Date:

06/12/2006

Total Attachments: 5

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## TRADEMARK COLLATERAL AGREEMENT

This 7th day of June, 2006, DCI CHEESE COMPANY, INC., a Wisconsin corporation ("*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 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 \_\_\_\_\_  
Name: Samuel E. Hillin Jr  
Its: Chief Financial Officer

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.

DCI CHEESE COMPANY, INC.

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	Application Number	Registration No.	Date
ALPEN HAUS	78/335,678	3,030,268	12/13/05
Deli USA	78/490,713	3,057,379	2/7/06
Legends of Cheddar	78/548,035	3,035,799	12/27/05
Legends	78/646,260	3,035,866	12/27/05
Party Express	78/566,972	3,083,891	4/18/06

**PENDING FEDERAL TRADEMARK APPLICATIONS**

Trademark	Application Number	Date
Ameriblu	76/358,899	1/15/02
Florete	78/155,050	1/18/02
Glacier Goat	76/268,614	11/20/00
Green Bay Cheese	76/438,390	8/7/02
International Affineur	78/740,175	10/25/05
Northern Lights (Design)	76/360,698	1/18/02
Salad Trio	78/798,059	1/24/06

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

**TRADEMARK LICENSES**

None.