

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
Steak-Umm Company, LLC		06/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14240		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1033176	STEAK-UMM	
Registration Number:	1116446	STEAK-UMM	
Registration Number:	2375933	STEAK-UMM	
Registration Number:	2480792	STEAK-UMM STEAK WRAPS	
Registration Number:	2792696	STEAK-UMM WRAPS TO GO	
CORRESPONDENCE DATA			
Fax Number:	(717)291-4660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7173991503		
Email:	smcfarland@barley.com		
Correspondent Name:	Scott F. Landis		
Address Line 1:	126 East King Street		
Address Line 4:	Lancaster, PENNSYLVANIA 17602		
ATTORNEY DOCKET NUMBER:	119999-002189		

CH \$140.00 1033176

NAME OF SUBMITTER:	Scott F. Landis
Signature:	/scott f landis/
Date:	06/29/2006
Total Attachments: 7 source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page1.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page2.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page3.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page4.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page5.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page6.tif source=M&T Bank_Steak-Umm Company, LLC - Collateral Assignment#page7.tif	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") is made this 28th day of June, 2006 by and between **THE STEAK-UMM COMPANY, LLC**, a Delaware limited liability company, each having its principal address at 521 Carroll Street, Reading, PA 19611 (the "Assignor"), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, having an of One M&T Plaza, Buffalo, New York 14240 ("Lender").

BACKGROUND

Assignor, Quaker Maid Meats Inc. and Lender are parties to that certain Loan Agreement, of even date herewith (as amended hereafter from time to time, the "Loan Agreement") wherein the Lender has agreed to make certain loans and credit facilities available to Assignor and Quaker Maid Meats Inc.

In addition, pursuant to the Loan Agreement, Assignor has executed and delivered to Lender certain notes, security agreements, financing statements and other documentation in connection with the Loan Agreement (all such agreements and documentation, hereinafter individually and collectively, as amended from time to time, the "Loan Documents").

In order to induce the Lender to execute and deliver the Loan Agreement and the Loan Documents and provide credit to the Assignor and Quaker Maid Meats Inc., Assignor has agreed to assign and to grant to Lender a security interest in certain trademark or service mark rights, as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Assignor and Quaker Maid Meats Inc. to Lender (the "Liabilities"), including, but not limited to, all sums owing to Lender pursuant to the Loan Agreement and the Loan Documents, Assignor hereby grants, assigns and conveys to Lender its entire right, title and interest in and to the trademark and/or service mark applications, trademarks and/or service marks listed in Schedule A attached hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), and the good will of the business to which each of the Marks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Marks under the terms of the Pennsylvania Uniform Commercial Code.

2. Assignor covenants and warrants that:

(a) To the best of Assignor's knowledge, the Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Marks is valid and enforceable;

(c) To the best of Assignor's knowledge, no claim has been made that the use of any of the Marks does or may violate the rights of any third person;

(d) To the best of Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by the Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper notice in connection with its use of the Marks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and/or provision of services sold under the Marks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plant, offices and facilities which manufacture, inspect and/or store products sold under any of the Marks, and/or provide services pursuant to the Mark, and to inspect any products or services and quality control records relating thereto at reasonable times during regular business hours after the giving of reasonable prior notice to Assignor.

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or service marks, the provisions of Paragraph 1 above shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks, service marks and trademark applications covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement and/or the Loan Documents), Lender hereby grants to

Assignor the exclusive, nontransferable right and license to use the Marks on and in connection with products and/or services sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender, which shall not be unreasonably withheld.

8. If any Event of Default (as defined in the Loan Agreement and/or the Loan Documents) shall have occurred and be continuing, Assignor's license under the Marks, as set forth in Paragraph 7 above, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Marks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Agreement and/or the Loan Documents or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Marks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Lender in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor may, through counsel acceptable to Lender, prosecute diligently any trademark applications of the Marks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, make federal application on registerable but unregistered Marks, file and prosecute opposition and cancellation proceedings, and do any and all acts which are necessary or desirable to preserve and maintain all rights in the Marks. Any expenses incurred in connection with the Marks shall be borne by Assignor. The Assignor shall not abandon any of the Marks without the consent of the Lender.

12. Assignor shall have the right, with the prior written consent of Lender, to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Marks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of an Event of Default under the Loan Agreement and/or the Loan Documents, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Marks, or to maintain any registrations thereof, or to grant or issue any exclusive or non-exclusive license under the Marks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Marks to anyone else. Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If any Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Marks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement and/or the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Marks, whether established hereby or by the Loan Agreement and/or the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 above.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

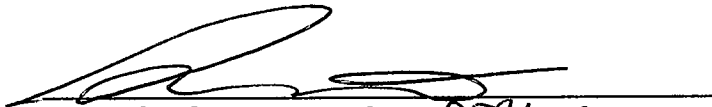
20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

WITNESS the execution hereof, under seal, as of the day and year first above written.

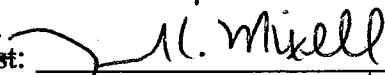
“ASSIGNOR”

THE STEAK-UMM COMPANY, LLC

By:


Name: SERGEI SVIRNYKA
Title: MANAGING MEMBER


Witness
Attest:


Name: MICH L. MIXELL
Title:

“LENDER”

MANUFACTURERS AND TRADERS TRUST
COMPANY

By:


Name: MARK A. HORNBERGER
Title: VP

Schedule 2.1(a)(i) – Assigned Trademarks

Trademark Registrations – United States

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
STEAK UMM	1,033,176	02/10/1976
STEAK UMM	1,116,446	04/19/1979
STEAK UMM	2,375,933	08/08/2000
STEAK UMM STEAK WRAPS	2,480,792	08/21/2002
STEAK UMM WRAPS TO GO	2,792,696	12/09/2003

Trademark Registrations – Canada

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
STEAK UMM	244,582	05/09/1980
STEAK UMM	294,151	08/17/1984

Trademark Registrations – Australia

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
STEAK UMM	B296,473	---

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF BERKS : ss.

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 28th day of June, 2006, personally appeared Sergei Szortyka to me known personally, and who, being by me duly sworn, deposes and says that he/she is the Managing Member of The Steak-Umm Company, LLC, that he/she executed the aforesaid instrument on behalf of The Steak-Umm Company, LLC, for the purposes therein contained, and that he/she was fully authorized to do so.

Amy Valentino
Notary Public

My Commission Expires:

