

07-03-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



RECC
TF

103267354

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-25-06

1. Name of conveying party(ies):

ARTHUR SCHUMAN, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: NEW JERSEY, U.S.A.
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JUNE 26, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK, NATIONAL ASSOCIATION,

Internal

Address: _____

Street Address: 1700 LINCOLN STREET, 3RD FLOOR

City: DENVER

State: COLORADO

Country: USA Zip: 80203-4500

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national bank Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/172251 75/067851 74/125780 72/167145 76/291755
78/172303 75/348285 72/200347 75/018510 75/018509
(CONTINUED ON ATTACHED PAGE)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: MARK S. RATTNER, ESQ.

Internal Address: RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP

Street Address: ONE SPEEDWELL AVENUE
P.O. BOX 1981

City: MORRISTOWN

State: NEW JERSEY Zip: 07962-1981

Phone Number: 973-451-8493

Fax Number: 973-451-8716

Email Address: MRATTNER@RIKER.COM

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500444

Authorized User Name MARK S. RATTNER

9. Signature:

Signature

JUNE 27, 2006

Date

MARK S. RATTNER, ESQ.

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

78172251
0000038 500444
40.00 DA
465.00 DA
06/30/2006 NJRWA
01 10:52:11
02 10:58:52

TRADEMARK
REEL: 003358 FRAME: 0538

Conveying Party:
Receiving Party:

ARTHUR SCHUMAN, INC.
WELLS FARGO BANK, NATIONAL ASSOCIATION, as
Administrative Agent

CONTINUATION OF ITEM 4:

73/691981

73/691982

78/248535

78/255778

78/415665

78/400843

78/881556

78/876450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of June, 2006 by Arthur Schuman, Inc., a New Jersey corporation ("Grantor") in favor of Wells Fargo Bank, National Association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signatures on Next Page]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ARTHUR SCHUMAN, INC.

By: 
Neal H. Schuman
President

Agreed and Accepted
As of the Date First Written Above

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
John F. Ganning
Vice President

SCHEDULE A**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date/Filing Date</u>	<u>Client</u>
GRANA CELLO	78/172251	October 8, 2002	Arthur Schuman, Inc.
GRANA CELLO & DESIGN	78/172303	October 8, 2002	Arthur Schuman, Inc.
BELLA ROSA	2,168,819 75/067851	June 30, 1998	Arthur Schuman, Inc. (Registrant: Imperia Foods, Inc.)
CELLO	2,210,610 75/348285	December 15, 1998	Arthur Schuman, Inc.
CELLO (and Design)	1,665,960 74/125780	November 26, 1991	Arthur Schuman, Inc.
EMPIRIA	795,665 72/200347	September 7, 1965	Arthur Schuman, Inc.
IMPERIA	786,882 72/167145	March 16, 1965	Arthur Schuman, Inc.
QUESO SOLIMAR (stylized)	2,095,810 75/018510	September 9, 1997	Arthur Schuman, Inc.
UNIVERSAL	2,638,979 76/291755	October 22, 2002	Arthur Schuman, Inc.
VENACASA (and Design)	2,100,080 75/018509	September 23, 1997	Arthur Schuman, Inc.
ZANETTI (Stylized)	1,517,316 73/691981	December 20, 1988	Arthur Schuman, Inc. (owner Zanetti SpA)
ZANETTI (and Design)	1,519,993 73/691982	January 10, 1989	Arthur Schuman, Inc. (owner Zanetti SpA)
CASELLO DI FORMAGGI	2,875,722 78/248535	May 29, 2003	Arthur Schuman, Inc.
CASELLO DI FORMAGGI & DESIGN	72,875,733 78/255778	May 12, 2003	Arthur Schuman, Inc.
BONTAZOLA	78/415665	August 17, 2004	Arthur Schuman, Inc. (Mauri)

<u>Mark</u>	<u>Registration/ Serial No.</u>	<u>Registration Date/Filing Date</u>	<u>Client</u>
SUPERIOR ASI	2,940,170 78/400843	April 12, 2005	Arthur Schuman, Inc.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
The Cheese of Choice	78/881556	May 11, 2006
Viadana	78/876450	May 4, 2006