

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

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

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

### 1. Name of conveying party(ies):

DCI Cheese Company, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Wisconsin  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) August 7, 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: Harris N.A., as administrative agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: U.S. Zip: 60603

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other National Banking Citizenship United States

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)

See Schedule A-1, attached

B. Trademark Registration No.(s)

See Schedule A-1, attached

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: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: (312) 845-3919

Fax Number: (312) 803-5299

Email Address: rschneid@chapman.com

### 6. Total number of applications and registrations involved:

44

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,115.00

- ☐ 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 50-0305

Authorized User Name Robert J. Schneider

### 9. Signature:



Signature

August 8, 2006

Date

Robert J. Schneider

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK  
REEL: 003366 FRAME: 0815

CH \$1115.00 600305 78902601

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

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>
BEAVER	72/196,724	0,839,207
BUTTERMILK BLUE(STYLIZED)	73/474,256	1,413,829
CHEDDA-DELITE	73/631,034	1,474,325
CHEEZ PRESTO	72/018,875	0,650,643
COUNTY LINE (STYLIZED)	71/380,455	0,339,940
CREMA DANIA	72/257,305	0,867,313
DAIRY DOUBLE	73/625,052	1,454,513
DIET-WISE	72/195,579	0,813,087
DORMAN'S	73/212,178	1,138,008
DORMAN'S FINE CHEESE SINCE 1896	76/352,360	2,726,600
DORMAN'S FINE CHEESE SPECIALISTS SINCE 1896 AND DESIGN	74/495,044	1,899,072
DORMAN'S FINE CHEESE SPECIALISTS SINCE 1896 AND DESIGN	73/616,375	1,440,083
EUROPEAN LEGACY AND DESIGN (STYLIZED)	75/419,638	2,268,478
EXPERTCHEESE (STYLIZED)	73/632,091	1,456,784
IL GIARDINO (STYLIZED)	73/772,383	1,597,636

TRADEMARK	SERIAL NO.	REGISTRATION NO.
JOE SCHMID'S	72/196,723	0,814,115
MAJESTIC	73/391,072	1,374,919
MISCELLANEOUS DESIGN (OVAL DESIGN)	73/531,315	1,364,735
MUN-CHEE	72/379,000	0,926,961
NIKOS	74/199,705	1,703,538
OLD CANADIAN	73/010,021	1,044,986
OLD FASHIONED AND PROUD OF IT	73/531,309	1,480,920
WISCONSIN CHEESE BAR	73/509,385	1,421,284
BLUVARIA		1,379,369
CHEVDAR		1,212,611
CHEVRION		1,410,801
EL REYCITO		1,755,565
JOAN OF ARC (AND DESIGN)		120,692
KING'S CHOICE		563,392
LABONTE		1,412,497
LA VACA LINDA		1,763,066
LIEDERKRANZ		75,871
LOST CREEK FARMS		1,766,051
METCO		863,223
PAPILLON		1,386,927
PASSPORT		1,386,186

TRADEMARK	SERIAL NO.	REGISTRATION NO.
PORT OF ENTRY		1,413,517
QUESO AUTENTICO DE ESPANA		1,776,668
SEBASTIAN'S		1,319,668
SPRUCE MOUNTAIN SHARP		1,026,308
SVENLANDIC		1,804,646
SWISSROSE		712,943
KULM-KAESE	74/300,504	1,775,355

**PENDING FEDERAL TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL NUMBER
S.C.O.R.E.	78/902,601

### TRADEMARK COLLATERAL AGREEMENT

This 7th day of August, 2006, DCI CHERSE 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 Second 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*").

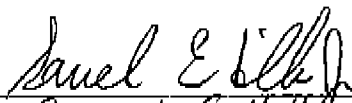
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as granting a security interest to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having 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. Hill 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-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.



Law Offices of

**CHAPMAN AND CUTLER LLP**  
**Intellectual Property Department**111 West Monroe Street, Chicago, Illinois 60603  
Telephone 1•312•845•3000 FAX 1•312• 701•2361  
Direct Dial 1•312•845•3919**FACSIMILE COVER PAGE**This transmission consists of 9 page(s) including cover page.

Please call (312) 845-3919 if you have any problems with this transmission.

Date: Tuesday, August 8, 2006To: Assignment Recordation ServicesFirm/Company: U.S. Patent & Trademark OfficeFax Number: (571) 273-0140Confirm Number: (571) 272-3350From: Robert J. SchneiderMatter Number: 1604362Comments: Recordation of Collateral Agreement

**CERTIFICATE OF FACSIMILE TRANSMISSION:** I hereby certify that the attached correspondence was transmitted by facsimile on the date listed above, to the U.S. Patent & Trademark Office at the facsimile number listed above, under 37 C.F.R. § 1.8.

Signature: Richard KalwaPerson Signing Certificate Richard KalwaDate: August 8, 2006

**NOTICE OF CONFIDENTIALITY:** The information contained in this facsimile transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this facsimile transmission is strictly prohibited. If you have received this facsimile transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.

Receipt Confirmed By: \_\_\_\_\_

**TRADEMARK****RECORDED: 08/09/2006****REEL: 003366 FRAME: 0823**