

**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
Fieldbrook Foods Corporation		01/30/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Harris N.A., as 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: 11**

Property Type	Number	Word Mark
Registration Number:	1479120	DEERING
Registration Number:	2518643	FLDDBROOK FARMS
Registration Number:	2538498	FLDDBROOK FARMS
Registration Number:	2508049	FUN STICKS
Registration Number:	0842941	MASTER PIECE
Registration Number:	1367956	OLD FASHIONED "HAND DIPPIN KIND"
Registration Number:	0939960	PARTY PARADE
Registration Number:	1731410	PARTY TREAT
Registration Number:	0830274	PARTY TREAT
Registration Number:	0843310	SCOTCH-PAK
Serial Number:	77038633	FLDDBROOK FOODS

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299

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

**900068283**

**TRADEMARK  
 REEL: 003472 FRAME: 0917**

**CH \$290.00 1479120**

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:	1647213
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/01/2007

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This 30<sup>th</sup> day of January, 2007, FIELDBROOK FOODS CORPORATION, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at One Ice Cream Drive, Dunkirk, New York 14048, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants a continuing security interest 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 hereunder for the Secured Creditors defined in the Security Agreement hereinafter identified and defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A 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

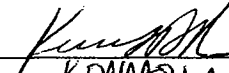
(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLDDBROOK FOODS CORPORATION

By   
Name KENNETH A JOHNSON  
Title PRESIDENT & CEO

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature page to Trademark Collateral Agreement]

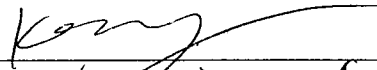
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLDDBROOK FOODS CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

HARRIS N.A., as Agent

By  \_\_\_\_\_  
Name Leppin S. Delaplane  
Title Senior U.P./Money Director

[Signature page to Trademark Collateral Agreement]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. No.	GRANTED
DEERING AND DESIGN (IC42)	1,479,120	3/1/88
FLIELBROOK FARMS (IC29)	2,518,643	12/11/01
FLIELBROOK FARMS (IC30)	2,538,498	2/12/02
FUN STICKS (IC30)	2,508,049	11/13/01
MASTER PIECE (IC30)	842,941	1/23/68
OLD FASHIONED "HAND DIPPIN KIND" (IC30)	1,367,956	10/29/85
PARTY PARADE (IC30)	939,960	8/1/72
PARTY TREAT (IC30)	1,731,410	11/10/92
PARTY TREAT (IC30)	830,274	6/13/67
SCOTCH-PAK (IC30)	843,310	1/30/68

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL No.	FILED
FLIELBROOK FOODS (IC40)	77/038,633	11/7/06