

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Notice of Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ramsey Popcorn Co., Inc.		12/06/2006	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	First Business Capital Corp.
Street Address:	401 Charmany Drive
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53719
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2735828	CAMP MASTERS
Registration Number:	2576635	BATTERY EXPLOSION
Registration Number:	2488890	CAMPMASTERS GOURMET POPCORN NSEW
Registration Number:	1669654	COUSIN WILLIE'S MICROWAVE POPCORN 100% SELECT CW'S ORIGINAL
Registration Number:	1796042	R
Registration Number:	1161210	COUSIN WILLIE'S
Registration Number:	0550995	PURDU POP

CORRESPONDENCE DATA

Fax Number: (414)273-5198
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414-273-3500
 Email: bgilpin@gklaw.com
 Correspondent Name: Brian G. Gilpin; Godfrey & Kahn, S.C.
 Address Line 1: 780 N. Water Street

CH \$190.00 2735828

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 057401-0040

NAME OF SUBMITTER: Brian G. Gilpin

Signature: /bgg/

Date: 03/06/2007

Total Attachments: 2
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NOTICE OF TRADEMARK SECURITY AGREEMENT
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of December 6, 2006, is made by and between RAMSEY POPCORN CO., INC., an Indiana corporation, whose address and principal place of business is 2208 Air Park Drive, Burlington, North Carolina 27216 (the "Debtor"), and FIRST BUSINESS CAPITAL CORP., a Wisconsin corporation, whose address and principal place of business is 401 Charmany Drive, Madison, Wisconsin 53719 (the "Secured Party").

R E C I T A L S:

The Debtor and the Secured Party have entered into a Loan and Security Agreement dated as of February 28, 2007 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

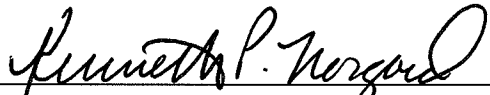
As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Secured Party has required the execution and delivery of a Trademark Security Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Trademark Security Agreement, and herein, the parties hereby agree as follows:

Debtor has granted a security interest in favor of the Secured Party in and with respect to the entire right, title, and interest of Debtor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.


IN WITNESS WHEREOF, the parties have executed this Notice of Trademark Security Agreement as of the date written above.

FIRST BUSINESS CAPITAL CORP.

By: 
Kenneth P. Norgord, Vice President





STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Kenneth P. Norgord, Vice President of First Business Capital Corp., a Wisconsin corporation, on behalf of the corporation.


Notary Public, State of Wisconsin
My commission is permanent

SCHEDULE

UNITED STATES TRADEMARKS

MARK	REG. NO.	REG. DATE	STATUS
CAMP MASTERS	2,735,828	07/15/2003	Registered
BUTTERY EXPLOSION	2,576,635	06/04/2002	Registered
	2,488,890	09/11/2001	Registered
	1,669,654	12/24/1991	Registered
	1,796,042	09/28/1993	Registered
COUSIN WILLIE'S	1,161,210	07/14/1981	Registered
	550,995	11/20/1951	Registered