

**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
Daisy Brand, LP		06/05/2007	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	P.O.Box 650282, Mail Code 6514
City:	Dallas
State/Country:	TEXAS
Postal Code:	75265-0282
Entity Type:	State Bank: MICHIGAN

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	72296858	D
Serial Number:	76509448	DAISY
Serial Number:	76978168	DAISY
Serial Number:	76646295	DAISY BRAND
Serial Number:	76646294	DAISY BRAND
Serial Number:	76509495	DAISY BRAND
Serial Number:	74168415	DAISY BRAND
Serial Number:	74044543	PURE & NATURAL
Serial Number:	76488157	DAISY

**CORRESPONDENCE DATA**

Fax Number: (214)745-5390  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214.745.5400

CH \$240.00 72296858

Email: bgarrard@winstead.com  
Correspondent Name: Winstead PC  
Address Line 1: P.O. Box 50784  
Address Line 2: Attn: Beverly Garrard/IP Docketing  
Address Line 4: Dallas, TEXAS 75250-0784

ATTORNEY DOCKET NUMBER:

3134-327

NAME OF SUBMITTER:

Diane K. Lettelleir

Signature:

/Diane K. Lettelleir/

Date:

06/29/2007

**Total Attachments: 8**

source=daisybrand#page1.tif  
source=daisybrand#page2.tif  
source=daisybrand#page3.tif  
source=daisybrand#page4.tif  
source=daisybrand#page5.tif  
source=daisybrand#page6.tif  
source=daisybrand#page7.tif  
source=daisybrand#page8.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of June 5, 2007, by Daisy Brand, LP, a Texas limited partnership ("Debtor"), in favor of COMERICA BANK ("Secured Party").

### RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement dated as of June 5, 2007 (as the same may be amended, restated or modified from time to time, the "Credit Agreement"), between Debtor and Secured Party, Secured Party has extended a commitment to make Loans (as defined in the Credit Agreement) and make financial accommodations to Debtor.

B. Debtor has previously executed and delivered certain Security Agreements dated as of June 21, 1996 (as the same may be amended, restated or modified from time to time, the "Security Agreements").

C. As a condition to the making of the Loans under the Credit Agreement and the extension of financial accommodations, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

D. Debtor has duly authorized the execution, delivery and performance of this Agreement.

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans pursuant to the Credit Agreement and to make financial accommodations to Borrowers, Debtor agrees, for the benefit of Secured Party as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreements.

"Trademark License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter acquired by Debtor: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all reissues, extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation,

damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Schedule I attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Schedule I; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Schedule I attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreements. The Security Agreements (and all rights and remedies of Secured Party and each other Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

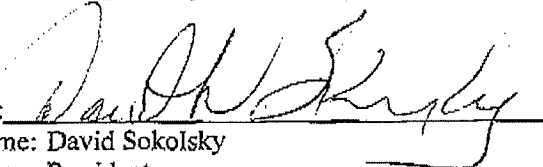
5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DAISY BRAND, LP

By: Daisy Brand GP, LLC  
sole general partner

By:   
Name: David Sokolsky  
Title: President

COMERICA BANK





By:   
Name: Christine R. Allen  
Title: Assistant Vice President












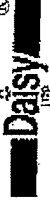
**Schedule 1**  
**Trademarks**

Dallas\_1\4573045\4  
3134-327 6/5/2007



TRADEMARK/ SERVICE MARK/APPLICATIONS/REGISTRATIONS  
OWNED BY DAISY BRAND, LP

As of January 11, 2007

Our File No.	Mark	Owner	Country	Serial No. Filing Date	Registration No. Registration Date	Goods / Services	Markings
0016		Daisy Brand, LP	US	72/296858 April 29, 1968	866917 March 18, 1969	Dairy products and imitation dairy products-namely, whipped butter, sour cream, sour half and half, sour cream dip snack, yogurt, Neufchatel cheese, cream cheese, cottage cream, imitation whipped butter, imitation sour cream, imitation sour half and half, imitation sour cream dip snack, imitation yogurt, imitation Neufchatel cheese, imitation cream cheese, imitation cottage cheese	
3001		Daisy Brand, LP	US	76/509448 April 25, 2003	N/A	Dairy products, namely cottage cheese	

Our File No.	Mark	Owner	Country	Serial No. Filing Date	Registration No. Registration Date	Goods / Services	Markings
3016		Daisy Brand, LP	USA	76/978168 April 25, 2003	3139689 September 5, 2006	Dairy products, namely sour cream	
7000		Daisy Brand, LP	Canada	1186588 August 6, 2003	N/A	Dairy products, namely sour cream	
7002		Daisy Brand, Inc.	Mexico	634733 December 17, 2003	831879 (awaiting date on certificate of registration)	Dairy products, namely cottage cheese	
3010		Daisy Brand, LP	US	76/646295 September 8, 2005	N/A	Dairy products, namely cottage cheese	
3012		Daisy Brand, LP	US	76/646294 September 8, 2005	N/A	Dairy products, namely, cottage cheese	
7008		Daisy Brand, Inc.	Mexico	360145 January 14, 1999	779068 February 20, 2003	Cream, sour cream and imitation of sour cream, excluding the totality from remaining products of this class	



Our File No.	Mark	Owner	Country	Serial No. Filing Date	Registration No. Registration Date	Goods / Services	Markings
7009		Daisy Brand, Inc.	Mexico	360146 January 14, 1999	779069 February 20, 2003	Cream, sour cream, and imitation of sour cream, excluding the totality from remaining products of this class	
3002	DAISY BRAND	Daisy Brand, LP	US	76/509495 April 25, 2003	N/A	Dairy products, namely cottage cheese	DAISY BRAND™
0013	DAISY BRAND	Daisy Brand, LP	US	74/168415 May 20, 1991	1716092 September 15, 1992	Sour cream and imitation sour cream	DAISY BRAND®
0011	DAISY BRAND	Daisy Brand, LP	Canada	690794 October 4, 1991	TMA-461121 August 16, 1996	Sour cream and imitation sour cream products	® DAISY BRAND
7001	DAISY BRAND	Daisy Brand, LP	Canada	1186589 August 6, 2003	N/A	Dairy products, namely cottage cheese	™ DAISY BRAND
0012	Pure & Natural	Daisy Brand, LP	US	74/044543 April 2, 1990	1636250 February 26, 1991	Sour cream	Pure & Natural®
3000	DAISY	Daisy Brand, LP	US	76/488157 February 7, 2003	N/A	Dairy products, namely sour cream and cottage cheese	DAISY™
7004	DAISY	Daisy Brand, LP	Canada	1186590 August 6, 2003	N/A	Dairy products, namely sour cream and cottage cheese	DAISY™
7003	DAISY	Daisy Brand, Inc.	Mexico	634734 December 17, 2003	N/A	Diary products, namely sour cream and cottage cheese	DAISY™

7

Dallas\_IV57304514  
3134-327 6/5/2007

Our File No.	Mark	Owner	Country	Serial No. Filing Date	Registration No. Registration Date	Goods / Services	Markings
7005	DAISY	Daisy Brand, Inc.	Mexico	637238 January 13, 2004	N/A	Dairy products, namely sour cream and cottage cheese	DAISY™
7006	DAISY	Daisy Brand, Inc.	Mexico	360143 January 14, 1999	603451 March 25, 1999	Distribution of products	DAISY®
7007	DAISY	Daisy Brand, Inc.	Mexico	360144 January 14, 1999	779067 February 20, 2003	Cream, sour cream, and imitation of sour cream, excluding the totality from remaining products of this class	DAISY®