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
Vienna Beef Ltd.		07/31/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 West Madison Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Bank:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1338227	DAVID BERG
Registration Number:	2624116	
Registration Number:	2935930	
Registration Number:	0661990	V
Registration Number:	0636028	V
Registration Number:	0673266	VIENNA
Registration Number:	0981269	VIENNA BEEF
Registration Number:	1359416	VIENNA BEEF
Registration Number:	3155636	V SINCE 1893 VIENNA TASTE THE TRADITION

CH $240.00 1338227

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: trademarks@bellboyd.com, vswanson@bellboyd.com
Correspondent Name: Bell, Boyd & Lloyd LLP
Address Line 1: P.O. Box 1135

Address Line 4:	Chicago, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	119212-6
NAME OF SUBMITTER:	Michael L. Owen
Signature:	/Michael L. Owen/
Date:	08/08/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2008 (this "**Agreement**"), is between **VIENNA BEEF LTD.**, an Illinois corporation ("**Borrower**"), and **THE PRIVATEBANK AND TRUST COMPANY** ("**Bank**").

RECITALS:

A. Borrower and Bank have entered into that certain Credit Agreement of even date herewith (such Credit Agreement, as the same may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "**Credit Agreement**"), pursuant and subject to the terms and conditions of which Bank has agreed to make loans and other financial accommodations to Borrower.

B. One of the conditions precedent to Bank's obligations under the Credit Agreement is that Borrower shall have executed and delivered this Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions**. All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Bank, and grant to Bank a continuing security interest in, all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in **Attachment 1** hereto and all printed or electronic matter owned by Borrower on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country;

(ii) all divisions or renewals of any of the items described in clause (i);

(iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (i); and

(iv) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark, including the Trademarks or any Trademark referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks.

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3. **Security Agreement**. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Bank in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank under the Credit Agreement and other Credit Documents. The Credit Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest**. Upon payment and performance in full of all of Borrower's Obligations then owing and the termination of the Commitments, Bank shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

5. **Acknowledgement**. Borrower does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Collateral Document**. This Agreement is a Collateral 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.

7. **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. Delivery of an executed signature page of this Agreement by facsimile transmission or in a pdf or similar electronic file shall be effective as delivery of a manually executed counterpart hereof.

[remainder of page intentionally left blank]

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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.

Address:

2501 Damen Avenue
Chicago, Illinois 60647

VIENNA BEEF LTD., an Illinois corporation

By: William M. Luegers, Jr.
William M. Luegers, Jr.
Vice President Finance

Address:

70 West Madison Street
Chicago, Illinois 60602

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Douglas W. Buchler
Private Banking Officer

TRADEMARK
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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.

Address:

2501 Damen Avenue
Chicago, Illinois 60647

VIENNA BEEF LTD., an Illinois corporation

By: _____
William M. Luegers, Jr.
Vice President Finance

Address:

70 West Madison Street
Chicago, Illinois 60602

THE PRIVATEBANK AND TRUST COMPANY

By: Douglas W. Buchler
Douglas W. Buchler
Private Banking Officer

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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 31st day of July, 2008, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared William M. Luegers, Jr., to me known to be the Vice President Finance of Vienna Beef Ltd., an Illinois corporation, the corporation that executed the foregoing instrument, and upon oath did depose that he is the Vice President Finance of said corporation as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Official Seal
Gary I Walt
Notary Public State of Illinois
My Commission Expires 06/22/2011

NOTARY PUBLIC in and for said State and County
My commission expires:

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 31st day of July, 2008, before me, a Notary Public in and for the State of Illinois, in the County aforesaid, personally appeared Douglas W. Buchler, to me known to be a Private Banking Officer of The PrivateBank and Trust Company, that executed the foregoing instrument, and upon oath did depose that he is a Private Banking Officer of said Bank as indicated after said signature, and that the corporation executed the said instrument freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Diane R. Decker
NOTARY PUBLIC in and for said State and County
My commission expires: March 20, 2012

OFFICIAL SEAL
DIANE R DECKER
Notary Public - State of Illinois
My Commission Expires Mar 20, 2012

ATTACHMENT 1

TRADEMARKS

REGISTERED TRADEMARKS

FEDERAL REGISTRATION – VIENNA BEEF LTD.				
MARK	**COUNTRY/ STATE**	**SERIAL NUMBER & DATE**	**REGISTRATION NUMBER & DATE**	**STATUS**
David Berg	United States	73/492048 07/27/1984	1,338,227 05/28/1985	Live/Active
	United States	76/250902 05/03/2001	2,624,116 09/24/2002	Live/Active
	United States	76/581927 03/19/2004	2, 935,930 03/29/2005	Live/Active
	United States	72/028398 04/17/1957	0,661,990 05/20/1958	Live/Active
	United States	71/696337 10/12/1955	0,636,028 10/16/1956	Live/Active
VIENNA	United States	72/028401 04/17/1957	0,673,266 01/27/1959	Live/Active
VIENNA BEEF	United States	72/458505 05/24/1973	0,981,269 03/26/1974	Live/Active
VIENNA BEEF	United States	73/451639 11/07/1983	1,359,416 09/10/1985	Live/Active
	United States	76/622140 11/26/2004	3,155,636 10/17/2006	Live/Active