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

Form PTO-1594 (Rev. 06/04)
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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)/Execution Date(s):

Arthur Schuman, Inc.
40 New Dutch Lane
Fairfield, NJ 07074

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: ____

Citizenship (see guidelines) New Jersey

Execution Date(s) October 17, 2008

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Wells Fargo Foothill, LLC, as Agent

Internal Address: ____

Street Address: One Boston Place, Suite 1800

City: Boston

State: MA

Country: USA Zip: 02108

☐ Association Citizenship ____
☐ General Partnership Citizenship ____
☐ Limited Partnership Citizenship ____
☐ Corporation Citizenship
☒ Other ☐ Citizenship

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)

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other ____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $540.00

☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number ____
Authorized User Name: ____

9. Signature: Mercedes Farinas
Signature

10/21/08
Date

Mercedes Farinas
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 (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $540.00 78962623

Additional Conveying Parties:

Arthur Schuman Midwest, LLC
2589 Technology Drive
Elgin, IL 30120

Argit International Marketing, Inc.
40 New Dutch Lane
Fairfield, NJ 07074

Schedule I
to
Trademark Security Agreement

1. **Arthur Schuman, Inc.**

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
BELLA ROSA	78/962,623	08/29/2006	29		PENDING
BELLA ROSA	75/067,851	03/05/1996	2,168,819	06/30/1998	REGISTERED
BELLA ROSA & design	77/000,488	09/15/2006	29		PENDING
BELLA ROSA SELECTION	77/069,691	12/21/2006	029		PENDING
CASELLO DI FORMAGGI	78/255,778	05/29/2003	2,875,733	08/17/2004	REGISTERED
CASELLO DI FORMAGGI	78/248,535	05/12/2003	2,875,722	08/17/2004	REGISTERED
CELLO	75/348,285	08/28/1997	2,210,610	12/15/1998	REGISTERED
CELLO (and Design)	74/125,780	12/24/1990	1,665,960	11/26/1991	REGISTERED
EMPIRIA	72/200,347	08/21/1964	795,665	09/07/1965	REGISTERED
GRANA CELLO	78/172,251	10/08/2002	3,169,300	11/07/2006	REGISTERED
GRANA CELLO & DESIGN	78/172,303	10/08/2002	3,181,462	12/05/2006	REGISTERED
IMPERIA	72/167,145	04/19/1963	786,882	03/16/1965	REGISTERED
NOAH'S VALLEY	77/178,213	05/10/2007	029		PENDING
QUESO SOLIMAR (STYLIZED)	75/018,510	11/13/1995	2,095,810		REGISTERED
SUPERIOR ASI	78/400,843	04/13/2004	2,940,170		REGISTERED
THE CHEESE OF CHOICE	78/881,556	05/11/2006	3,292,217	09/11/2007	REGISTERED

1088099.3

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
UNIVERSAL	76/291,755	07/30/2001	2,638,979	10/22/2002	REGISTERED
VENACASA	75/018,509	11/13/1995	2,100,080	09/23/1997	REGISTERED
VIADANA	78/876,450	05/04/2006			PENDING

2. Argit International Marketing, Inc.

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ARGITONI	73/435,752	07/22/1983	1,312,496	01/01/1985	REGISTERED

3. Arthur Schuman Midwest, LLC

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
MAGGIORE & Design	78/056,474	04/03/2001	2,897,969	10/26/2004	REGISTERED

[EXECUTION]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17 day of October, 2008, among ARTHUR SCHUMAN, INC., a New Jersey corporation ("ASI"), ARTHUR SCHUMAN MIDWEST, LLC, a Delaware limited liability company ("AS Midwest"), ARGIT INTERNATIONAL MARKETING, INC., a New Jersey corporation ("Argit" and together with ASI and AS Midwest, each individually a "Grantor", and collectively, the "Grantors"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantors, ARTHUR SCHUMAN WEST LLC, a Delaware limited liability company ("AS West"), IMPERIA FOODS, INC., a New Jersey corporation ("Imperia Inc."), IMPERIA FOODS, LLC, a Delaware limited liability company ("Imperia LLC", and together with Grantors, each individually a "Borrower", and collectively, the "Borrowers"), DUTCH LANE COMPANY, L.L.C., a New Jersey limited liability company ("Dutch Lane"), LCD HOLDINGS, LLC, a New Jersey limited liability company ("LCD Holdings"), LAKE COUNTRY DAIRY, INC., a Wisconsin corporation ("LCD", and together with Dutch Lane and LCD Holdings, each individually a "Guarantor", and collectively, the "Guarantors"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors, the other Borrowers and Guarantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions,

modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 003873 FRAME: 0763

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTHUR SCHUMAN, INC.

By:_____
Name: Neal H. Schuman
Title: President

ARTHUR SCHUMAN MIDWEST, LLC

By:_____
Name: Neal H. Schuman
Title: President

ARGIT INTERNATIONAL MARKETING, INC.

By:_____
Name: Neal H. Schuman
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By:_____
Name: Eugene McDonough
Title: Vice President

[Signature Page to Trademark Security Agreement]

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ARTHUR SCHUMAN, INC.

By:_____
Name: Neal H. Schuman
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ARTHUR SCHUMAN MIDWEST, LLC

By:_____
Name: Neal H. Schuman
Title: President

ARGIT INTERNATIONAL MARKETING, INC.

By:_____
Name: Neal H. Schuman
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By:_____
Name: Eugene McDonough
Title: Vice President

[Signature Page to Trademark Security Agreement]