

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
Oberweis Dairy, Inc.		03/05/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois state chartered bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3057680		
CORRESPONDENCE DATA			
Fax Number:	(312)876-1155		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-627-2482		
Email:	gsegal@dykema.com		
Correspondent Name:	Gary Segal, Dykema Gossett PLLC		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	104085-0020		
NAME OF SUBMITTER:	Gary Segal		
Signature:	/GarySegal/		
Date:	03/12/2009		

CH \$40.00 3057680

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 9, 2009, is by OBERWEIS DAIRY, INC., an Illinois corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank (the "Lender").

WITNESSETH:

WHEREAS, the Grantor, certain of its affiliates and the Lender have entered into that certain Loan and Security Agreement dated as of March 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which the Lender has agreed to make loans to the Grantor and certain of its affiliates;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

(a) all of its trademarks, including, without limitation, those referred to on **Schedule I** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and

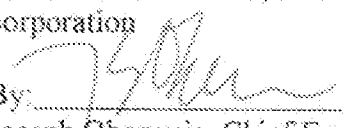
(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

OBERWEIS DAIRY, INC., an Illinois corporation

By: 
Joseph Oberweis, Chief Executive Officer and President

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: _____
Michael Perry, Associate Managing Director

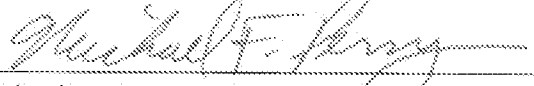
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OBERWEIS DAIRY, INC., an Illinois corporation

By: _____
Joseph Oberweis, Chief Executive Officer and President

Acknowledged:

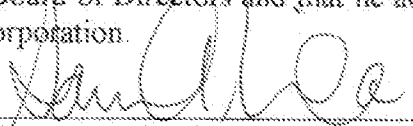
THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank

By: 
Michael Perry, Associate Managing Director

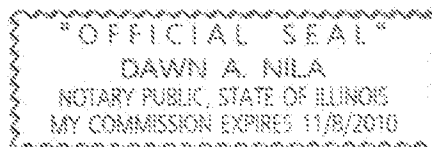
ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

On this 5th day of March before me personally appeared Joseph Oberweis, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OBERWEIS DAIRY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

No.	Mark	Registration Number
1	Scotering Happy Cow Design	3,057,680

CHICAGO 2631377.1
JDX/GPS

RECORDED: 03/12/2009

**TRADEMARK
REEL: 003950 FRAME: 0733**