

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fischer Packing Company LLC		04/24/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., a National Banking Association
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2759595	BACON MAKIN' BOLOGNA MAKIN' SMILE MAKIN' PEOPLE
Registration Number:	1035885	BELMONT
Registration Number:	2644159	BOLOGNA MAKIN' PEOPLE
Registration Number:	1943774	DIXIE LOAF
Registration Number:	1703518	FESTIVAL
Registration Number:	1543759	FESTIVAL
Registration Number:	934053	FESTIVAL
Registration Number:	858349	FESTIVAL
Registration Number:	1041882	FISCHER'S
Registration Number:	1687997	FISCHER'S
Registration Number:	2778222	GOURMET TRIM
Registration Number:	1037588	MELLWOOD
Registration Number:	2698463	MR. BOLOGNA
Registration Number:	2776268	MR. BOLOGNA FISCHER'S

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Registration Number:	2532184	QUIK CUT
Registration Number:	2646937	SMILE MAKIN' PEOPLE
Registration Number:	1052534	THE BACON-MAKIN' PEOPLE
Registration Number:	1684563	THE BEST THING NEXT TO SLICED BREAD
Registration Number:	1926597	THE ORIGINAL BREAD SIZE
Registration Number:	3508608	WILLIAM FISCHER
Registration Number:	3524144	WILLIAM FISCHER ALL NATURAL PREMIUM DELI
Registration Number:	2321959	WILLIAM FISCHER PREMIUM DELI
Registration Number:	3523724	WILLIAM FISCHER PREMIUM DELI TRADITION OF QUALITY SINCE 1904

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	974080-20
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	04/28/2009

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of April, 2009, Fischer Packing Company LLC, a Kentucky limited liability company ("*Debtor*") with its principal place of business and mailing address at 603 Pilot House Drive, 4th Floor, Newport News, Virginia 23606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FISCHER PACKING COMPANY LLC

By Stewart P. Wright
Name Stewart P. Wright
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FISCHER PACKING COMPANY LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By William P. Robin
Name WILLIAM P. ROBIN
Title MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

Trademark	Registration No. (Application No.)	Country
BACON MAKIN' BOLOGNA MAKIN' SMILE MAKIN' PEOPLE	2,759,595 (76/217,853)	U.S.
BELMONT	1,035,885 (73/061,127)	U.S.
BOLOGNA MAKIN' PEOPLE	2,644,159 (76/217,854)	U.S.
DIXIE LOAF	1,943,774 (74/582,131)	U.S.
FESTIVAL	1,703,518 (74/086,390)	U.S.
FESTIVAL	1,543,759 (73/752,404)	U.S.
FESTIVAL	934,053 (72/383,993)	U.S.
FESTIVAL	858,349 (72/282,411)	U.S.
FISCHER'S	1,041,882 (73/061,091)	U.S.
FISCHER'S (& DESIGN)	1,687,997 (74/172,601)	U.S.
GOURMET TRIM	2,778,222 (76/150,581)	U.S.
MELLWOOD	1,037,588 (73/061,126)	U.S.
MR. BOLOGNA	2,698,463 (76/217,542)	U.S.
MR. BOLOGNA FISCHER'S (& DESIGN)	2,776,268 (76/241,045)	U.S.
QUIK CUT	2,532,184 (76/286,883)	U.S.
SMILE MAKIN' PEOPLE	2,646,937 (76/217,858)	U.S.
THE BACON MAKIN' PEOPLE	1,052,534 (73/061,125)	U.S.
THE BEST THING NEXT TO SLICED BREAD	1,684,563 (74/184,856)	U.S.

Trademark	Registration No. (Application No.)	Country
THE ORIGINAL BREAD SIZE	1,926,597 (74/473,235)	U.S.
WILLIAM FISCHER	3,508,608 (77/455,917)	U.S.
WILLIAM FISCHER ALL NATURAL PREMIUM DELI (& DESIGN)	3,524,144 (77/455,983)	U.S.
WILLIAM FISCHER PREMIUM DELI (& DESIGN)	2,321,959 (75/701,821)	U.S.
WILLIAM FISCHER PREMIUM DELI (& DESIGN)	3,523,724 (77/408,543)	U.S.