

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
PDQ Food Stores, Inc.		04/30/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Michael S. Arnold
Street Address:	7755 Bittersweet Court
City:	Middleton
State/Country:	WISCONSIN
Postal Code:	53562
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0834148	PDQ
Registration Number:	0847183	PDQ
Registration Number:	2333124	PDQ
Registration Number:	2333125	PDQ
Registration Number:	2333127	PDQ
Registration Number:	2368371	PDQ
Registration Number:	2391337	PDQ
Registration Number:	2424629	PDQ
Registration Number:	2424630	PDQ
Registration Number:	2496853	PDQ

CORRESPONDENCE DATA

Fax Number: (608)283-1709
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (608) 257-9521

OP \$265.00 0834148

Email: jbyrne@boardmanlawfirm.com
Correspondent Name: Joseph W. Byrne
Address Line 1: One South Pinckney Street, Fourth Floor
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	32633-1
NAME OF SUBMITTER:	Joseph W. Byrne
Signature:	/Joseph W. Byrne/
Date:	05/08/2009

Total Attachments: 8

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SELECTIVE BUSINESS SECURITY AGREEMENT

Dated April 30, 2009

1. SECURITY INTEREST

In consideration of any financial accommodation at any time granted by Michael S. Arnold ("Lender") to PDQ Food Stores, Inc. ("Borrower"), each of the undersigned ("Debtor," whether one or more) grants Lender a security interest in property, wherever located, checked in Section 2 ("Collateral") to secure all debts, obligations and liabilities to Lender arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Debtor, or any Borrower, to any of them and another, or to another guaranteed or endorsed by any of them ("Obligations"). Borrower is indebted to JPMorgan Chase Bank, N.A., as agent in such capacity, (the "Bank") pursuant to the Credit Agreement dated as of April 30, 2009 among Borrower, Bank and the Lenders from time to time party thereto, as may be amended, supplemented or otherwise modified from time to time; and to Jeffrey J. Jacobsen, individually ("Jacobsen"), pursuant to a Loan Agreement by and between Borrower and Jacobsen dated as of April 30, 2009, as the same may be amended, supplemented or otherwise modified from time to time.

2. DESCRIPTION OF COLLATERAL

One or more boxes must be checked.

- (a) **All Collateral.** If checked here, all equipment, fixtures, inventory, documents, general intangibles, accounts, deposit accounts (unless a security interest would render a nontaxable account taxable), contract rights, chattel paper, patents, trademarks and copyrights (and the good will associated with and registrations and licenses of any of them), instruments, letter of credit rights and investment property, now owned or hereafter acquired by Debtor;
- (b) **Scheduled Collateral.** If checked here, all inventory, accounts, contract rights, equipment, fixtures, general intangibles, instruments, deposit accounts (unless a security interest would render a nontaxable account taxable), letter of credit rights, commercial tort claims, investment property, documents and chattel paper described in the attached schedule and any additional schedules delivered by Debtor to Lender from time to time, now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (c) **Specific Collateral.** If checked here, the following described property now owned or hereafter acquired by Debtor: See attached Schedules A and B, both of which are incorporated in this Agreement and made a part of this Agreement by reference.
- (d) **All Inventory.** If checked here, all inventory and documents relating to inventory now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (e) **All Receivables.** If checked here, all accounts, contract rights, chattel paper, letter of credit rights and instruments now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (f) **All Equipment.** If checked here, all equipment and fixtures now owned or hereafter acquired by Debtor (or by Debtor with spouse);
- (g) **All General Intangibles.** If checked here, all general intangibles now owned or hereafter acquired by Debtor (or by Debtor with spouse); and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, software used in, all returned or repossessed goods the sale of which gave rise to, and all proceeds, supporting obligations and products of the foregoing.

3. DEBTOR'S WARRANTIES

Debtor warrants and agrees that while any of the Obligations are unpaid:

- (a) **Ownership and use.** Debtor owns the Collateral free of all encumbrances and security interests (except (i) Lender's security interest, (ii) the Bank's security interest, (iii) the Permitted Encumbrances, as defined in the Credit Agreement, and (iv) Jacobsen's security interest). Chattel paper constituting Collateral evidences a perfected security interest in the goods (including software used in the goods) covered by it, free from all other encumbrances and security interests, and no financing statement is on file or control agreement in existence (other than Lender's) covering the Collateral or any of it. Debtor, acting alone, may grant a security interest in the Collateral and agree to the terms of this Agreement. The Collateral is used or bought for use primarily for business purposes.
- (b) **Sale of goods or services rendered.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.
- (c) **Enforceability.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Lender as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed liability.
- (d) **Due date.** There has been no default according to the terms of any chattel paper or account constituting Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.
- (e) **Financial condition of account debtor.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Lender upon receipt of any such notice or knowledge affecting Collateral.
- (f) **Valid organization.** If a corporation, limited liability company or general or limited partnership, Debtor is duly organized, validly existing and in good standing under the laws of the state of organization and is authorized to do business in Wisconsin.
- (g) **Other agreements.** Debtor is not in default under any agreement for the payment of money.
- (h) **Authority to contract.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's articles of incorporation or organization, by-laws, partnership agreement, operating agreement or any other agreement or restriction to which Debtor is a party or is subject.
- (i) **Accuracy of information.** All information, certificates or statements given to Lender pursuant to this Agreement shall be true and complete when given.
- (j) **Name and address.** Debtor's exact legal name is as set forth below Section 12. If Debtor is an individual, the address of Debtor's principal residence is as set forth below Section 12. If Debtor is an organization that has only one place of business, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of Debtor's chief executive office, is as set forth below Section 12.
- (k) **Location.** The address where the Collateral will be kept, if different from that appearing below Section 12, is in various locations generally described in Schedule B attached hereto and incorporated herein by reference. Such location shall not be changed without the prior written consent of Lender, but the parties intend that the Collateral, wherever located, is covered by this Agreement.
- (l) **Organization.** If Debtor is an organization, the type of organization and the state under whose law it is organized are as set forth below Section 12.

(m) **Environmental laws.** Except as previously disclosed to Lender, (i) No substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about any real estate now or at any time owned or occupied by Debtor ("Property") during the period of Debtor's ownership or use of the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"), (ii) Debtor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner or person using the Property, (iii) without limiting the generality of the foregoing, Debtor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks, (iv) there are no conditions existing currently or likely to exist during the term of this Agreement which would subject Debtor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claim relating to any Hazardous Substance, (v) Debtor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance, and (vi) Debtor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Debtor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (1) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (2) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (3) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Debtor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance described above on, in, under or about the Property.

(n) **Employees.** There are no unpaid wages due employees of Debtor and there are no outstanding liens against assets of Debtor for unpaid wages due employees of Debtor.

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(o) **Fixtures.** If any of the Collateral is affixed to real estate, the legal description of the real estate set forth in the UCC Financing Statement signed or authorized by Debtor is true and correct.

4. SHIPPERS

Shippers authorized to draw drafts on Lender under section 7(c) are: NOT APPLICABLE

5. SALE AND COLLECTIONS

(a) **Sale of inventory.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms customary in the trade, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) lease or license inventory on terms customary in the trade.

(b) **Verification and notification.** Lender may verify Collateral in any manner, and Debtor shall assist Lender in so doing. Upon default Lender may at any time and Debtor shall, upon request of Lender, notify the account debtors or other persons obligated on the Collateral to make payment directly to Lender and Lender may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors or other persons obligated on the Collateral. Until account debtors or other persons obligated on the Collateral are so notified, Debtor, as agent of Lender, shall make collections and receive payments on the Collateral.

(c) **Deposit with Lender.** At any time Lender may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Lender, shall not be commingled with any other funds or property of Debtor and shall be turned over to Lender in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. Except as provided in Section 5(d) below, all proceeds of Collateral received by Lender directly or from Debtor shall be applied against the Obligations in such order and at such times as Lender shall determine.

(d) **Accounting.** If the extent to which Lender's security interest in the Collateral is a purchase money security interest depends on the application of a payment to a particular obligation of Debtor, the payment shall first be applied to obligations of Debtor for which Debtor did not create a security interest in the order in which those obligations were incurred and then to obligations of Debtor for which Debtor did create a security interest, including the Obligations secured by the Collateral, in the order in which those obligations were incurred; provided, however, that Lender shall retain its security interest in all Collateral regardless of the allocation of payments.

6. DEBTOR'S COVENANTS

(a) **Maintenance of Collateral.** Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than as set forth in Section 3(a) of this Agreement); defend it against all claims and legal proceedings by persons other than Lender; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease, license or otherwise transfer or dispose of it or permit it to become a fixture or an accession to other goods, except for sales, leases or licenses of inventory as provided in this Agreement or pursuant to the License Agreement between Borrower and Lender dated as of the date hereof as such may be amended from time to time; not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments, chattel paper and letter of credit rights, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not affect the liabilities of any Debtor or Borrower under this Agreement, the Obligations or other rights of Lender with respect to the Collateral.

(b) **Insurance.** Debtor shall keep the Collateral and Lender's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Lender from time to time, and shall furnish evidence of such insurance satisfactory to Lender. Subject to Lender's satisfaction, Debtor is free to select the insurance agent or insurer through which the insurance is obtained. Debtor assigns (and directs any insurer to pay) to Lender the proceeds of all such insurance and any premium refund, and authorizes Lender to endorse in the name of Debtor any instruments for such proceeds or refunds and, at the option of Lender, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Each insurance policy shall contain a standard lender's loss payable endorsement in favor of Lender and shall provide that the policy shall not be cancelled, and the coverage shall not be reduced, without at least 10 days' prior written notice by the insurer to Lender. Lender is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Lender or any insurance on the Collateral, or cancel the same after the occurrence of an event of default. If Debtor fails to keep any required insurance on the Collateral, Lender may purchase such insurance for Debtor, such insurance may be acquired by Lender solely to protect the interest of Lender (and will not cover Debtor's equity in the Collateral), and Debtor's obligation to repay Lender shall be in accordance with Section 7(a). Lender acknowledges that Borrower's current insurance policies provided to Lender satisfy the provisions of this subparagraph (b).

(c) **Maintenance of security interest.** Debtor shall pay all expenses and upon request, take any action reasonably deemed advisable by Lender to preserve the Collateral or to establish, evidence, determine and maintain priority of, perfect, continue perfected, terminate and/or enforce Lender's interest in it or rights under this Agreement. Debtor authorizes Lender to file Uniform Commercial Code financing statements describing the Collateral (including describing the Collateral as "all assets," "all personal property" or with words of similar effect if Section 2(a) is checked) and amendments and correction statements to such financing statements and ratifies any such financing statement or amendment filed prior to the date of this Agreement. Debtor will cooperate with Lender in obtaining control of Collateral and other security for the Obligations for which control may be required to perfect Lender's security interest under applicable law. If the Collateral is in possession of a third party, Debtor will join with Lender at its request in notifying the third party of Lender's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(d) **Taxes and other charges.** Debtor shall pay and discharge all lawful taxes, assessments and government charges upon Debtor or against its properties prior to the date on which penalties attach, unless and to the extent only that such taxes, assessments and charges are contested in good faith and by appropriate proceedings by Debtor.

(e) **Employees.** Debtor shall pay all wages when due to employees of Debtor and shall not permit any lien to exist against the assets of Debtor for unpaid wages due employees of Debtor.

(f) **Records and statements.** Debtor shall furnish to Lender financial statements at least annually and such other financial information respecting Debtor at such times and in such form as Lender may request. Debtor shall keep accurate and complete records respecting the Collateral in such form as Lender may approve. At such times as Lender may require, Debtor shall furnish to Lender a statement certified by Debtor and in such form and containing such information as may be prescribed by Lender, showing the current status and value of the Collateral. Debtor shall furnish to Lender such reports regarding the payment of wages to employees of Debtor and the number of employees of Debtor as Lender may from time to time request, and without request shall furnish to Lender a written report immediately upon any material increase in the number of employees of Debtor, the failure of Debtor to pay any wages when due to employees of Debtor or the imposition of any lien against the assets of Debtor for unpaid wages due employees of Debtor.

(g) **Inspection of Collateral.** At reasonable times Lender may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records, and Debtor shall assist Lender in so doing.

(h) [Intentionally Deleted]

(i) [Intentionally Deleted]

(j) **United States contracts.** If any Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Lender and execute writings required by Lender in order that all money due or to become due under such contracts shall be assigned to Lender and proper notice of the assignment given under the Federal Assignment of Claims Act.

(k) **Modifications.** Without the prior written consent of Lender, Debtor shall not alter, modify, extend, renew or cancel any accounts, letter of credit rights or chattel paper constituting Collateral or any Collateral constituting part of the Debtor's borrowing base.

(l) [Intentionally Deleted]

(m) [Intentionally Deleted]

(n) **Change of name, address or organization.** Debtor shall not change Debtor's legal name or address without providing at least 30 days' prior written notice of the change to Lender. Debtor if it is an organization shall not change its type of organization or state under whose law it is organized and shall preserve its organizational existence, and Debtor whether or not Debtor is an organization shall not, in one transaction or in a series of related transactions, merge into or consolidate with any other organization, change Debtor's legal structure or sell or transfer all or substantially all of Debtor's assets.

7. RIGHTS OF LENDER

(a) **Authority to perform for Debtor.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Lender is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest from the date of payment by Lender at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) **Charging Debtor's credit balance.** Unless a lien would be prohibited by law or would render a nontaxable account taxable, Debtor grants Lender, as further security for the Obligations, a security interest and lien in any deposit account Debtor may at any time have with Lender and other money now or hereafter owed Debtor by Lender, and agrees that Lender may, at any time after the occurrence of an event of default, without prior notice or demand, set-off all or any part of the unpaid balance of the Obligations against any deposit balances or other money now or hereafter owed Debtor by Lender.

(c) **Power of attorney.** Debtor irrevocably appoints any officer of Lender as Debtor's attorney, with power after an event of default to receive, open and dispose of all mail addressed to Debtor (and Lender shall not be required as a condition to the exercise of this power to prove the occurrence of an event of default to the Post Office) to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Lender may designate; to endorse the name of Debtor upon any instruments which may come into Lender's possession; and to sign and make draws under any letter of credit constituting Collateral on Debtor's behalf. Debtor agrees that Obligations may be created by drafts drawn on Lender by

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shippers of inventory named in Section 4. Debtor authorizes Lender to honor any such draft accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor and to pay any such invoices not accompanied by drafts. Debtor appoints any employee of Lender as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Lender and such instruments may be payable at fixed times or on demand, shall bear interest at the rate from time to time fixed by Lender and Debtor agrees, upon request of Lender, to execute any such instruments. This power of attorney to execute instruments may be revoked by Debtor only by written notice to Lender and no such revocation shall affect any instruments executed prior to the receipt by Lender of such notice. All acts of such attorney are ratified and approved and such attorney is not liable for any act or omission or for any error of judgment or mistake of fact or law. This power is a power coupled with an interest and is given as security for the Obligations, and the authority conferred by this power is and shall be irrevocable and shall remain in full force and effect until renounced by Lender except as otherwise expressly provided in this Section 7(c).

(d) Non-liability of Lender. Lender has no duty to determine the validity of any invoice, the authority of any shipper named in Section 4 to ship goods to Debtor or compliance with any order of Debtor. Lender has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Lender from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Lender's willful misconduct.

8. DEFAULT

Upon the occurrence of one or more of the Events of Default as defined in the Loan Agreement dated as of April __, 2009 by and between Lender and Borrower and the failure to cure such default as provided in the Loan Agreement:

all of the Obligations shall, at the option of Lender and without notice or demand, become immediately payable; and Lender shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code and this Agreement, as well as any other applicable law, and under any evidence of or document relating to any Obligation, and all such rights and remedies are cumulative and may be exercised from time to time. With respect to such rights and remedies:

(a) Repossession. Lender may take possession of Collateral without notice or hearing, which Debtor waives;

(b) Assembling collateral. Lender may require Debtor to assemble the Collateral and to make it available to Lender at any place reasonably designated by Lender;

(c) Notice of disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice;

(d) Expenses and application of proceeds. Debtor shall reimburse Lender for any expense incurred by Lender in protecting or enforcing its rights under this Agreement before and after judgment, including, without limitation, reasonable attorneys' fees and legal expenses (including those incurred in successful defense or settlement of any counterclaim brought by Debtor or incident to any action or proceeding involving Debtor brought pursuant to the United States Bankruptcy Code) and all expenses of taking possession, holding, preparing for disposition and disposing of Collateral (provided, however, Lender has no obligation to clean-up or otherwise prepare the Collateral for sale). After deduction of such expenses, Lender shall apply the proceeds of disposition to the extent actually received in cash to the Obligations in such order and amounts as it elects or as otherwise required by this Agreement. If Lender sells any Collateral on credit, Debtor will be credited only with payments that the purchaser actually makes and that Lender actually receives and applies to the unpaid balance of the purchase price of the Collateral; and

(e) Waiver. Lender may permit Debtor or Borrower to remedy any default without waiving the default so remedied, and Lender may waive any default without waiving any other subsequent or prior default by Borrower or Debtor. Lender shall continue to have all of its rights and remedies under this Agreement even if it does not fully and properly exercise them on all occasions.

9. [INTENTIONALLY DELETED]

10. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code, as amended from time to time, provided, however, that the term "instrument" shall be such term as defined in the Wisconsin Uniform Commercial Code-Secured Transactions Chapter 409. All references in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Agreement shall not affect the validity of any other provision. This Agreement is intended by Debtor and Lender as a final expression of this Agreement and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Agreement. This Agreement may not be supplemented or modified except in writing.

11. PERSONS BOUND

Each person signing this Agreement is a Debtor. This Agreement benefits Lender, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns and shall bind all persons and entities who become bound as a debtor to this Agreement. Debtor acknowledges receipt of a completed copy of this Agreement.

12. OTHER PROVISIONS

This Agreement includes the Jury Waiver attached hereto and incorporated herein by reference. Debtor represents and warrants that the Patents (as defined in Schedule A), Copyrights (as defined in Schedule A), and Trademarks (as defined in Schedule A) constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Debtor. Within ten (10) days after the creation thereof, Debtor shall identify in writing to Lender all new applications for patents, copyright registrations and trademark registrations and licenses of Debtor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Selective Business Security Agreement.

Notwithstanding anything to the contrary herein, the following shall be excluded from the Collateral: (i) 3,038 shares of common stock of Principal Financial Group, Inc. owned by Borrower on the date hereof, (ii) 100 shares of common stock of WAWA, Inc. owned by Borrower on the date hereof, (iii) any permit related to the Borrower's business that by its terms may not be pledged or otherwise transferred, and (iv) any title vehicles now or hereafter owned by Borrower.

In the event of any inconsistency between this Agreement and the Loan Agreement dated as of April 30, 2009 by and between the Lender and the Borrower (the "Loan Agreement"), including with respect to any representation or covenant of the Borrower in this Agreement, the provisions of the Loan Agreement shall control.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF A DEBT SUBORDINATION AGREEMENT DATED AS OF APRIL 30, 2009 (TOGETHER WITH ALL REPLACEMENT SUBORDINATION AGREEMENTS EXECUTED BY CREDITOR IN CONNECTION WITH REFINANCINGS OF THE CREDIT AGREEMENT, COLLECTIVELY, THE "SUBORDINATION AGREEMENT") BETWEEN MICHAEL S. ARNOLD ("CREDITOR"), PDQ FOOD STORES, INC., A WISCONSIN CORPORATION, AND JPMORGAN CHASE BANK, N.A. IN ITS CAPACITY AS A "LENDER" AND AS ADMINISTRATIVE AGENT ("AGENT") UNDER THE TERMS OF THAT CERTAIN CREDIT AGREEMENT DATED APRIL 30, 2009 ("CREDIT AGREEMENT"), BY AND AMONG PDQ FOOD STORES, INC., M&I MARSHALL & ILSLEY BANK, THE OTHER LENDERS FROM TIME TO TIME PARTIES THERETO AND AGENT. A COPY OF SAID DEBT SUBORDINATION AGREEMENT MAY BE OBTAINED, UPON WRITTEN REQUEST OF ANY HOLDER OF THIS MORTGAGE, FROM AGENT AT 22 EAST MIFFLIN STREET, SUITE 100, MADISON, WISCONSIN 53703, ATTENTION: DAVID SLEZEWSKI.

THIS AGREEMENT IS ALSO SUBJECT TO THE DEBT SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG JEFFREY JACOBSEN, 401 NORTH THIRD, LLC AND 7508 CENTURY AVENUE, LLC AND MICHAEL ARNOLD, DATED AS OF THE DATE HEREOF, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME.

PDQ Food Stores, Inc. (SEAL) DEBTOR

DEBTOR (SEAL)

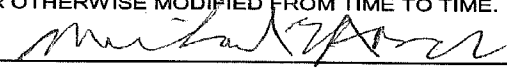
Address: 7601 Discovery Drive
See Section 3(j) and (k)

Middleton, WI 53562

(corporation)
TYPE OF ORGANIZATION

(Wisconsin)
STATE OF ORGANIZATION

*Type or print name signed above.

By: 

(Michael S. Arnold)
TITLE

* Chief Financial Officer

By: _____

(_____)
TITLE

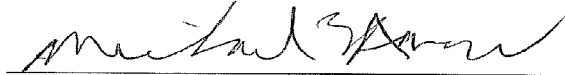
* _____

**JURY WAIVER ADDENDUM TO
SELECTIVE BUSINESS SECURITY AGREEMENT
DATED AS OF APRIL 30, 2009**

DEBTOR AND LENDER FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, AND AGREE AND CONSENT THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. DEBTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THE TRANSACTION EVIDENCED BY THIS AGREEMENT.

DATED AS OF APRIL 30, 2009.

PDQ Food Stores, Inc.



Michael S. Arnold, individually

By 

Michael S. Arnold,
Chief Financial Officer

TRADEMARK

REEL: 003984 FRAME: 0367

**SCHEDULE A TO
SELECTIVE BUSINESS SECURITY AGREEMENT
BY PDQ FOOD STORES, INC. ("DEBTOR")
TO MICHAEL S. ARNOLD ("LENDER")
DATED AS OF APRIL 30, 2009**

To secure the Obligations, Debtor also grants a security interest in and assigns to Lender for collateral purposes all of its rights, title, interest and benefits to, for and in connection with (i) all leases, rents, contracts, licenses and agreements, including but not limited to, wholesale or supplier agreements, now owned or hereafter acquired, and all extensions, renewals, modifications or amendments of and to those agreements, wherever located; (ii) all domain names now owned or hereafter acquired by Borrower including but not limited to pdqstores.com, pdqstores.org, pdqstores.net, and pdqhomedelivery.com; (iii) all of the following items or types of property collectively referred to as the "Patents", whether presently existing or hereafter created or acquired:

a. each patent and patent application of Debtor, including, without limitation, each patent and patent application referred to in Exhibit 1 annexed hereto;

b. each patent license, fee or royalty to which Debtor is a party or to which Debtor is owed, including, without limitation, each patent license listed on Exhibit 1 annexed hereto;

c. the right to sue for past, present and future infringement, dilution and damages therefor;
and

d. all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon, all as presently existing or hereafter acquired.

(iv) all of the following items or types of property collectively referred to as the "Trademarks", whether presently existing or hereafter created or acquired:

a. each trademark, service mark, collective membership mark, trademark registration and trademark registration application of Debtor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Exhibit 1 annexed hereto and the goodwill associated therewith;

b. each trademark, license fee or royalty to which Debtor is a party, including, without limitation, each trademark license listed on Exhibit 1 annexed hereto;

c. the right to sue for past, present and future infringement, dilution and damages therefor;
and

d. all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon, all as presently existing or hereafter acquired.

(v) all of the following items or types of property collectively referred to as the "Copyrights", whether presently existing or hereafter created or acquired:

a. each copyright, copyright registration and copyright registration application of Debtor, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Exhibit 1 annexed hereto;

b. each copyright license, fee or royalty to which Debtor is a party or to which Debtor is owed, including, without limitation, each copyright licensed listed on Exhibit 1 annexed hereto;

c. the right to sue for past, present and future infringement, dilution and damages therefor;
and

d. all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon, all as presently existing or hereafter acquired.

EXHIBIT 1
to
SCHEDULE A TO
SELECTIVE BUSINESS SECURITY AGREEMENT
BY PDQ FOOD STORES, INC. ("DEBTOR")
TO MICHAEL S. ARNOLD ("LENDER")
DATED AS OF APRIL 30, 2009

Mark	Registration No.	Registration Date	Class	Description of Goods and/or Services
PDQ (word only)	834,148	8/22/1967	42	Supervisory Services for Grocery Stores
PDQ (word only)	847,183	4/2/1968	42	Grocery Store Services.
PDQ & Design	2,333,124	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,125	3/21/2000	4	Gasoline and Diesel Fuel.
PDQ (word only)	2,333,127	3/21/2000	37	Car Wash Services.
PDQ & Design	2,368,371	7/18/2000	37	Car Wash Services.
PDQ & Design	2,391,337	10/3/2000	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads; Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa.
PDQ (word only)	2,424,629	1/30/2001	35 42	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products, Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise. Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ & Design	2,424,630	1/30/2001	35 42	Retail Convenience Store Services Featuring Automotive Fuels, Packaged and Fresh Foods, Tobacco Products, Beer, Soft Drinks, Snack Foods, Candies, Health and Beauty Products, Non-Prescription Medicines, Magazines and Greeting Cards, and General Groceries and Merchandise. Fast Food Restaurant and Delicatessen Services Featuring Sandwiches, Salads, Baked Goods, Soft Drinks and Coffee.
PDQ (Word only)	2,496,853	10/9/2001	30	Deli Products and Pre-Prepared Foods, Namely, Sandwiches, Macaroni, Rice and Pasta Salads; Bakery Goods, Namely, Cookies, Muffins, Pastries and Bagels; Coffee, both Prepared and Unprepared; Prepared Cocoa

**SCHEDULE B TO
SELECTIVE BUSINESS SECURITY AGREEMENT
BY PDQ FOOD STORES, INC. ("DEBTOR")
TO MICHAEL S. ARNOLD ("LENDER")
DATED AS OF APRIL __, 2009
Name and Location of Stores**

List of all Real Properties owned by Company and Subsidiaries

0106	6517-19 Century Ave	Middleton	WI	Dane
0111	5280-86 Williamsburg	Madison	WI	Dane
0114	4202-06 Milwaukee St	Madison	WI	Dane
0115	4414 E. Buckeye Road-Car Wash	Madison	WI	Dane
0116	6702-06 Raymond Rd	Madison	WI	Dane
0117	2528-2534 Fish Hatchery Road	Madison	WI	Dane
0120	7514-22 Mineral Point Road-Car Wash	Madison	WI	Dane
0122	2402-04 W. Broadway-Lot	Madison	WI	Dane
0123	105 E. Broadway	Madison	WI	Dane
0124	7715-17 Mineral Point Rd	Madison	WI	Dane
0125	1623-1625 N. Stoughton Rd	Madison	WI	Dane
0128	6133 McKee Rd	Fitchburg	WI	Dane
0131	6202 McKee Road	Fitchburg	WI	Dane
0132	2400 Roby Road a/k/a 1100 Nygaard St	Stoughton	WI	Dane
0204	4090 Annapolis Ln	Plymouth	MN	Hennepin
0209	703 E. River Rd	Anoka	MN	Anoka
0215	7400-16 Mitchell Rd	Eden Prairie	MN	Hennepin
0228	950 W. County Rd D	St. Paul	MN	Ramsey
0230	14301 Nicollet Ct	Burnsville	MN	Dakota
0292	5550 Three Points Blvd.,	Mound	MN	Hennepin
0329	2302 E. Moreland Blvd	Waukesha	WI	Waukesha
0330	2694 Sun Valley Dr	Delafield	WI	Waukesha
0344	1299 Washington Ave	Cedarburg	WI	Ozaukee
0350	21980 Watertown Rd.	Waukesha	WI	Waukesha
0352	8800 75th St	Kenosha	WI	Kenosha
0354	2106 S. West Ave	Waukesha	WI	Waukesha
0357	N67 W27666 Moraine Dr	Sussex	WI	Waukesha
0902	400-424 Prospect Ave	N Fond du Lac	WI	Fond Du Lac
1411	7601 Discovery Dr	Middleton	WI	Dane
3106	2645 Branch St	Middleton	WI	Dane
3123	6400-6424 Monona Dr.	Madison	WI	Dane
9100	1601 N. Stoughton Rd	Madison	WI	Dane
9100	1630 Mendota St	Madison	WI	Dane
9100	Haase Road	Town of Burke	WI	Dane
9300	15501 W Cleveland Ave	New Berlin	WI	Waukesha
	1902 Northport Drive	Madison	WI	Dane

List of all real property leases

0109	1434-38 Northport Drive	Madison	WI	Dane
0115	4402 E. Buckeye Road	Madison	WI	Dane
0118	2002 Parmenter Street	Middleton	WI	Dane
0119	5301-03 S. Ridge Way	Middleton	WI	Dane
0120	7502 Mineral Point Road	Madison	WI	Dane
0122	2402-04 W. Broadway	Madison	WI	Dane
0127	3153 Maple Grove Drive	Madison	WI	Dane
0129	2601 Fish Hatchery Rd	Madison	WI	Dane
0130	4741 Lien Road	Madison	WI	Dane
0206	1020 E. Highway 96	Vadnais Heights	MN	Ramsey
0212	5440 S. Roberts Trail	Inver Grove Hts	MN	Dakota
0214	4198 Pilot Knob Road	Eagan	MN	Dakota
0217	1511 Weir Drive	Woodbury	MN	Washington
0290	11301 Dayton River Rd	Dayton	MN	Hennepin
0291	14265 Essex Ave	Apple Valley	MN	Dakota
0351	8012 39th Ave; Kenosha	Kenosha	WI	Kenosha
0355	6330 S 27th St	Oak Creek	WI	Milwaukee
0503	6890 W. Lake Blvd.	Tahoma	CA	Placer
0909	1065 Racine Rd., Menasha	Menasha	WI	Winnnebago
1403	N88W16624 Appleton Ave Ste 4	Menomonee Falls	WI	Waukesha
5105	2401 Pennsylvania Ave.	Madison	WI	Dane
0134	7508 Century Ave	Middleton	WI	Dane
0135	401 N. Third St.	Madison	WI	Dane
9117	2538 Fish Hatchery Rd.	Madison	WI	Dane