

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
L.S.I., Inc.- New Glarus		04/03/2009	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	777 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2158773	STRICKLER'S	
Registration Number:	2911218	SUGAR RIVER	
Registration Number:	1253877	SUGAR RIVER MEATS	
Registration Number:	3468713	SUGAR RIVER	
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.271.2400		
Email:	jvandenplas@foley.com		
Correspondent Name:	Nathaniel Blair		
Address Line 1:	FOLEY & LARDNER LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	055555-6023		
NAME OF SUBMITTER:	Jennifer Vandenplas		

OP \$115.00 2158773

Signature:	/Jennifer Vandenplas/
Date:	08/04/2009
Total Attachments: 8 source=TM Security Interest LSI New Glarus to US Bank#page1.tif source=TM Security Interest LSI New Glarus to US Bank#page2.tif source=TM Security Interest LSI New Glarus to US Bank#page3.tif source=TM Security Interest LSI New Glarus to US Bank#page4.tif source=TM Security Interest LSI New Glarus to US Bank#page5.tif source=TM Security Interest LSI New Glarus to US Bank#page6.tif source=TM Security Interest LSI New Glarus to US Bank#page7.tif source=TM Security Interest LSI New Glarus to US Bank#page8.tif	

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of April 3, 2009 between L.S.I., INC. – NEW GLARUS, a Wisconsin corporation (the “Debtor”), and U.S. BANK NATIONAL ASSOCIATION, a national bank, as Collateral Agent (the “Collateral Agent”) for itself and the other Senior Lenders party to the Intercreditor Agreement (as defined below).

Debtor and Collateral Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Intercreditor Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Intercreditor Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“General Security Agreement” means that certain General Security Agreement of even date herewith, executed by Debtor in favor of Collateral Agent, for the benefit of the Senior Lenders.

“Intercreditor Agreement” means that certain Amended and Restated Intercreditor and Collateral Agency Agreement of even date herewith, by and among Bank of America, N.A., Prudential Investment Management, Inc., The Prudential Insurance Company of America, ING Life Insurance & Annuity Company, Pruco Life Insurance Company, Prudential Retirement Insurance and Annuity Company, Zurich American Insurance Company, and U.S. Bank National Association as a Senior Lender, Collateral Agent and Bank Agent.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Wisconsin.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in the General Security Agreement), Debtor hereby grants to Collateral Agent, for the benefit of the Senior Lenders, a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to General Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Collateral Agent under the General Security Agreement. The rights and remedies of Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the General Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Collateral Agent that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, and provided same are not inconsistent with the terms and provisions hereof, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such reasonable action as may be necessary or may be requested by Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Collateral Agent may record this Agreement, an abstract thereof, or any other document describing Collateral Agent's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Collateral Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Collateral Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Collateral Agent in a writing signed by the Debtor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new registered trademark, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Collateral Agent with respect to any such new trademark registrations or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Collateral Agent to modify this Agreement by amending Schedule A to include any such new trademark (if registered). Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Collateral Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Wisconsin, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Wisconsin.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, upon the occurrence of an Event of Default, Collateral Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the General Security Agreement, the terms and provisions of the General Security Agreement shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Collateral Agent under the General Security Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Collateral Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Collateral Agent hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO. If, however, the Collateral Agent fails to file any termination statement referenced above within ten (10) days of the receipt of a written request from Debtor, then Collateral Agent hereby grants to Debtor the power and authority to file the appropriate termination statement with the appropriate filing offices without further authorization from the Secured Party.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

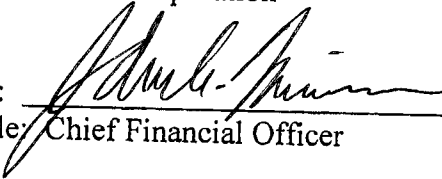
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

L.S.I., INC. – NEW GLARUS
a Wisconsin corporation

By: 
Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION
a national banking association

By: _____
Title: Vice President

[Signature page to the Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

L.S.I., INC. – NEW GLARUS
a Wisconsin corporation

By: _____
Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION
a national banking association

By:  _____
Title: Vice President

[Signature page to the Trademark Security Agreement]

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT
L.S.I., INC. - NEW GLARUS**

Country	Trademark	Registration No.	Registration Date	Next Renewal Date	Goods
United States	STRICKLER'S	2,158,773	19-May-1998	19-May-2008	Meat-based sausage and cheese
United States	SUGAR RIVER	2,911,218	14-Dec-2004	14-Dec-2014	Meat snacks
United States	SUGAR RIVER and Design	1,253,877	11-Oct-1983	11-Oct-2013	Smoked sausage
United States	SUGAR RIVER and Design	3,488,713	15-Jul-2008	15-Jul-2018	Processed meat, namely, jerky