

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
Moo & Oink, Inc.		10/01/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	First Midwest Bank
Street Address:	735 Waukegan Road
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	Illinois state bank: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	76694084	
Serial Number:	76694083	
Serial Number:	76688214	MOO & OINK
Serial Number:	76688042	MOO & OINK
Serial Number:	76688041	MOO & OINK
Serial Number:	76688040	
Serial Number:	76455915	HIGH 5
Serial Number:	75304106	MS. MOLLYE'S
Serial Number:	73660312	MOO
Serial Number:	73660193	OINK
Serial Number:	73229956	OINK
Serial Number:	73229955	MOO
Serial Number:	73229946	HOME OF MOO AND OINK

CORRESPONDENCE DATA

900144940

**TRADEMARK
 REEL: 004075 FRAME: 0719**

OP \$340.00 76694084

Fax Number: (312)578-6666
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-263-3600
Email: robert.harig@hkllaw.com
Correspondent Name: Robert E. Harig
Address Line 1: Holland & Knight LLP, 131 S. Dearborn St
Address Line 2: 30th Floor
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	MADREWS 532430-18
NAME OF SUBMITTER:	Robert E. Harig
Signature:	/Robert E. Harig/
Date:	10/08/2009

Total Attachments: 14
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COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks ("Agreement") is made as of October 1, 2009 by and among MOO & OINK, INC., an Illinois corporation ("Moo & Oink"); CALUMET MEAT COMPANY, an Illinois corporation ("Calumet"); MS. MOLLYE'S, INC., an Illinois corporation ("Ms. Mollye's"); YOUR MEAT STORE AND MORE, LLC, an Illinois limited liability company ("Meat Store"); BBHM MANAGEMENT COMPANY, an Illinois corporation ("BBHM"); and HOME OF MOO & OINK, LLC, an Illinois limited liability company ("Home") (each of Moo & Oink, Calumet, Ms. Mollye's, Meat Store, BBHM and Home are referred to individually and collectively herein as the "Assignor"), which has its chief executive office located at 4100 W. 40th Street, Chicago, Illinois 60632, and FIRST MIDWEST BANK, an Illinois banking corporation (the "Bank"), whose address is 735 Waukegan Road, Deerfield, Illinois 60015.

RECITALS

WHEREAS, Assignor and Bank have executed and delivered a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), pursuant to which Bank will provide financial accommodation to Assignor; and

WHEREAS, Assignor desires to provide Bank with additional security in consideration of loans made or to be made to it by Bank;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby collaterally assigns and conveys to Bank, as security in order to secure any and all obligations and indebtedness of Assignor described in the Loan Agreement and for collateral purposes, and grants to Bank a security interest in and to all of Assignor's now owned or existing and hereafter acquired or arising trademarks and trademark applications, including, without limitation, those listed in Schedule A hereto, and any registrations and applications for registration thereof including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The assignment is given as collateral to secure payment in full of all Obligations of Assignor in accordance with the Loan Agreement.

2. Assignor covenants and warrants that:

(a) Assignor is using the Trademarks in its business, and will continue to use the Trademarks in its business;

(b) To the best of Assignor's knowledge, and except as otherwise disclosed to Bank in the Loan Agreement, each of the Trademarks is valid and enforceable and Assignor has notified Bank in writing of all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware;

(c) Except as otherwise disclosed to Bank in the Loan Agreement, Assignor is the sole and exclusive owner of the unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, collateral assignments, mortgages or other encumbrances, including without limitation licenses and covenants by Assignor not to sue third persons;

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Assignor has granted to Bank, in the Loan Agreement and in this Agreement, sufficient interest in the Trademarks, the associated goodwill, and in such other assets of Assignor to allow Bank, if necessary, to insure the continuity of usage of the Trademarks in accordance with their current use.

3. Assignor agrees that, until all of Assignor's Obligations has been satisfied in full, it will not enter into any agreement (for example, an exclusive license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent.

4. Assignor authorizes Bank to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

5. To the extent that Bank's interest in the Trademarks may be construed as other than a security interest, and there shall have occurred no Event of Default (as defined in the Loan Agreement), Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in the Trademarks. Assignor may grant licenses and sublicenses to the Trademarks in the ordinary course of its business, provided no Event of Default has occurred under the Loan Agreement and provided that each licensee or sublicensee agrees in writing to be bound by this Agreement as if it were a party hereto, and agrees that any interest it may have in the Trademarks will be subordinate to that of Bank.

6. If any Event of Default shall have occurred and the Obligations have been accelerated, and all applicable grace or cure periods provided by the Loan Agreement have expired, Bank shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially

reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Assignor's Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Assignor pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released. In addition, to the extent that Bank's interest herein is construed as other than a mere security interest, on the occurrence of an Event of Default under the Loan Agreement and acceleration of the Obligations, the license under the Trademarks as set forth in paragraph 5 of this Agreement shall immediately terminate.

7. At such time as Assignor shall satisfy in full all of the Obligations, Bank shall execute and deliver to Assignor all instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks.

8. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate stipulated in the Loan Agreement.

9. If Assignor shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registerable or protectable under the trademark laws of the United States of America, and which Assignor, in the exercise of its good faith judgment, decides is commercially worthy of such registration, Assignor shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. During the continuance of an Event of Default (as defined in the Loan Agreement) and after the expiration of all applicable grace or cure periods, Bank shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Bank do any and all lawful acts and execute any and all documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph 10.

11. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

[Signature Page Follows]

[Signature Page to Collateral Assignment of Trademarks dated October 1, 2009]

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

MOO & OINK, INC., an Illinois corporation

By: Morton A. Levy
Name: MORTON A. LEVY
Title: President

CALUMET MEAT COMPANY, an Illinois corporation

By: Morton A. Levy
Name: MORTON A. LEVY
Title: President

MS. MOLLYE'S, INC., an Illinois corporation

By: Morton A. Levy
Name: MORTON A. LEVY
Title: President

YOUR MEAT STORE AND MORE, LLC,
an Illinois limited liability company

By: Morton A. Levy
Name: MORTON A. LEVY
Title: Manager

BBHM MANAGEMENT COMPANY,
an Illinois corporation

By: Morton A. Levy
Name: MORTON A. LEVY
Title: MANAGER

[Signature Page to Collateral Assignment of Trademarks dated October 1, 2009 (continued)]

HOME OF MOO & OINK, LLC, an Illinois
limited liability company

By: Morton A. Leux
Name: MORTON A. LEUX
Title: MANAGER

FIRST MIDWEST BANK, an Illinois banking
corporation


By: _____
Name: _____
Title: _____

[Signature Page to Collateral Assignment of Trademarks dated October 1, 2009 (continued)]

HOME OF MOO & OINK, LLC, an Illinois
limited liability company

By: _____
Name: _____
Title: _____

FIRST MIDWEST BANK, an Illinois banking
corporation

By:  _____
Name: STEVEN D. OLSON
Title: VICE PRESIDENT

STATE OF IL)
) .ss
COUNTY OF COOK)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the President of **Moo & Oink, Inc.**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of OCTOBER 2009



[Signature]
Notary Public

My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF COOK)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the President of **Calumet Meat Company**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of OCTOBER 2009



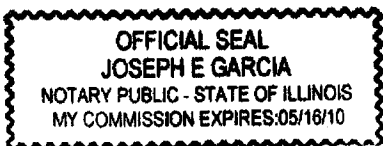
[Signature]
Notary Public

My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF Cook)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the President of **Ms. Molley's, Inc.**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October 2009



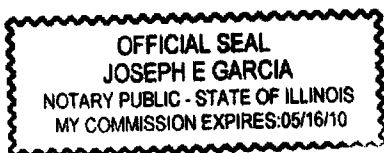
[Signature]
Notary Public

My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF Cook)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the President of **BBHM Management Company**, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of October 2009



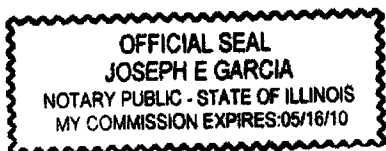
[Signature]
Notary Public

My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF COOK)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the Manager of **Your Meat Store And More, LLC**, an Illinois limited liability company is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of OCTOBER 2009



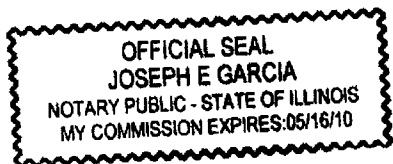
Joseph E. Garcia
Notary Public

My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF COOK)

I JOSEPH E. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Morton Levy**, the Manager of **Home of Moo & Oink, LLC**, an Illinois limited liability company is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of OCTOBER 2009



Joseph E. Garcia
Notary Public

My Commission Expires: _____

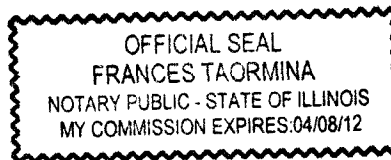
STATE OF Illinois)
) .ss
COUNTY OF Lake)

I Frances Taormina, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Steven Olson** the Vice President of **First Midwest Bank**, an Illinois limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of October 2009

Frances Taormina
Notary Public


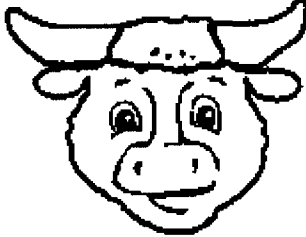

My Commission Expires: April 8, 2012



Schedule A
to Collateral Assignment of Trademarks
dated October 1, 2009

See Attached List

U.S. Federal Trademarks

Serial Number	Reg. Number	Mark
76694084	3629221	
76694083	3629220	
76688214	3617952	MOO & OINK
76688042	3617948	MOO & OINK
76688041	3617947	MOO & OINK
76688040	3617946	
76455915	2837852	HIGH 5
75304106	2156927	MS. MOLLYE'S
73660312	1505288	MOO
73660193	1505287	OINK
73229956	1154313	OINK
73229955	1154312	MOO
73229946	1154311	HOME OF MOO AND OINK

Illinois State Trademark Registrations

Reg. Number	Mark
099722	MOO
099723	OINK
099724	MOO & OINK
099725	MOO & OINK-WITH LOGO-WORDS APPEAR IN STYLIZED PRINT
099726	MOO & OINK-WITH LOGO-WORDS APPEAR IN STYLIZED PRINT WITH DEPICTION OF COW HEAD AND PIG HEAD
099727	HOME OF MOO & OINK
099728	MOO& OINK LOGO-DEPICTION OF COW HEAD
099729	MOO & OINK LOGO-DEPICTION OF PIG HEAD
044830	MOO AND COW DESIGN
044831	OINK AND PIG DESIGN
044832	HOME OF MOO AND OINK
049083	CALUMET
049084	CALUMET MEAT COMPANY
049085	CALUMET
049086	CALUMET MEAT COMPANY

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