

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
Siemer Enterprises, Inc.		01/29/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	First Chicago Bank & Trust		
Street Address:	1040 W. Randolph St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	chartered bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1706042	AMERICA'S FAVORITE	
Serial Number:	77719313	AMERICA'S FAVORITE	
Serial Number:	77719011	AMERICA'S FAVORITE FAMILY OF PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	816-983-8000		
Email:	patricia.toalson@huschblackwell.com		
Correspondent Name:	Patricia A. Toalson		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 2:	Husch Blackwell Sanders LLP		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	500536.004		
NAME OF SUBMITTER:	Patricia Toalson		

900155308

TRADEMARK
REEL: 004153 FRAME: 0416

OP \$90.00 1706042

Signature:	/patricia toalson/
Date:	02/22/2010
<p>Total Attachments: 7</p> <p>source=Siemertrademarksecagmt#page1.tif</p> <p>source=Siemertrademarksecagmt#page2.tif</p> <p>source=Siemertrademarksecagmt#page3.tif</p> <p>source=Siemertrademarksecagmt#page4.tif</p> <p>source=Siemertrademarksecagmt#page5.tif</p> <p>source=Siemertrademarksecagmt#page6.tif</p> <p>source=Siemertrademarksecagmt#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "**Agreement**"), dated as of January 29, 2010, is made by and between **FIRST CHICAGO BANK & TRUST** ("**Secured Party**"), an Illinois chartered bank with an address at 1040 W. Randolph St., Chicago, Illinois 60607; and **SIEMER ENTERPRISES, INC.** ("**Debtor**"), an Illinois corporation with its chief executive office and principal place of business at 515 W. Main St., Teutopolis, Illinois 62467.

Recitals

A. Debtor and Secured Party are parties to a Loan and Security Agreement (as amended, supplemented or restated from time to time, the "**Loan Agreement**") dated the same date as this Agreement, setting forth the terms on which Secured Party may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"**Security Interest**" has the meaning given in Section 2.

"**Trademarks**" means all of Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the "**Security Interest**") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Debtor's, any Subsidiary's or any Affiliate's business. If after the date hereof, Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Debtor's, any Subsidiary's or any Affiliate's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) **Subsidiaries and Affiliates.** As of the date hereof, no Subsidiary or Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Trademarks. If after the date hereof any Subsidiary or Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Subsidiary or Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Subsidiary or Affiliate to execute and deliver to Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Loan Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Secured Party's prior written consent.

(f) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all

applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (h) and exercising its rights under Section 6, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The

power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Trademarks. Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, at its option, Secured Party may take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured

Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, Debtor has executed this Trademark Security Agreement as of the date written above.

DEBTOR:

SIEMER ENTERPRISES, INC., an Illinois corporation

By: *Joseph Siemer*

Name: Joseph Siemer

Title: President and Chief Executive Officer

STATE OF Missouri)

COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 29 day of January, 2010, by Joseph Siemer, the President and Chief Executive Officer of Siemer Enterprises, Inc. an Illinois corporation.

Dollene Bender
Notary Public

My Commission Expires:

DOLLENE BENDER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
COMMISSION # 09502216
MY COMMISSION EXPIRES 9/27/2013

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004153 FRAME: 0423

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Registration Number</u>	<u>Registration Date</u>
America's Favorite	Siemer Enterprises, Inc.	Pending	N/A	N/A
America's Favorite	Siemer Enterprises, Inc.	Registered	1,706,042	8/4/1992
America's Favorite	Siemer Enterprises, Inc.	Pending	N/A	N/A