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
Arthur Schuman, Inc.		07/06/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	120 Mountain View Blvd. #200
City:	Basking Ridge
State/Country:	NEW JERSEY
Postal Code:	07920
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3302590	BELLA ROSA
Registration Number:	3342555	BELLA ROSA
Registration Number:	3463093	BELLA ROSA SELECTION
Registration Number:	2987467	BONTAZOLA
Registration Number:	2875733	CASELLO DI FORMAGGI
Registration Number:	2875722	CASELLO DI FORMAGGI
Registration Number:	2210610	CELLO
Registration Number:	1665960	CELLO
Registration Number:	0795665	EMPIRIA
Serial Number:	77575503	GORGA CELLO
Serial Number:	77390596	GRAN CELLO
Registration Number:	3169300	GRANA CELLO
Registration Number:	3181462	GRANA CELLO
Registration Number:	0786882	IMPERIA

CH $740.00 3302590

Registration Number:	1564838	MESSANA
Registration Number:	3509443	NOAH'S VALLEY
Serial Number:	77522940	PARM CELLO
Serial Number:	77648250	PASTURES OF EDEN
Serial Number:	77875741	PONGENNARO
Registration Number:	2095810	QUESO SOLIMAR
Registration Number:	3691212	ROMA CELLO
Serial Number:	77329939	STAR BELL
Registration Number:	2940170	SUPERIOR ASI
Registration Number:	3292217	THE CHEESE OF CHOICE
Registration Number:	2638979	UNIVERSAL
Registration Number:	2100080	VENACASA
Serial Number:	78876450	VIADANA
Registration Number:	1519993	ZANETTI
Registration Number:	1517316	ZANETTI

CORRESPONDENCE DATA

Fax Number: (973)451-8750

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9734518547

Email: bkwok@riker.com

Correspondent Name: Beatrice Kwok

Address Line 1: Riker Danzig - 1 Speedwell Avenue

Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	5439/6
NAME OF SUBMITTER:	Beatrice Kwok
Signature:	/Beatrice Kwok/
Date:	07/16/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of July, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors, "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ARTHUR SCHUMAN, INC., a New Jersey corporation ("ASI"), ARTHUR SCHUMAN WEST LLC, a Delaware limited liability company ("AS West"), ARTHUR SCHUMAN MIDWEST, LLC, a Delaware limited liability company ("AS Midwest"), ARGIT INTERNATIONAL MARKETING, INC., a New Jersey corporation ("Argit"), IMPERIA FOODS, INC., a New Jersey corporation ("Imperia Inc."), IMPERIA FOODS, LLC, a Delaware limited liability company ("Imperia LLC") and LAKE COUNTRY DAIRY, INC., a Wisconsin corporation ("LCD," and together with ASI, AS West, AS Midwest, Argit, Imperia Inc. and Imperia LLC are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") and Bank, Bank is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Bank a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any

reference herein or in any other Loan Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature Page Follows]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTHUR SCHUMAN, INC.

By:_____
Name: Neal H. Schuman
Title: President

ARTHUR SCHUMAN MIDWEST, LLC

By:_____
Name: Neal H. Schuman
Title: President

ARGIT INTERNATIONAL MARKETING, INC.

By:_____
Name: Neal H. Schuman
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Title:

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTHUR SCHUMAN, INC.

By:_____
Name:
Title:

ARTHUR SCHUMAN MIDWEST, LLC

By:_____
Name:
Title:

ARGIT INTERNATIONAL MARKETING, INC.

By:_____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name: GINO A. DURAN SR
Title: VICE PRESIDENT.

TRADEMARK
REEL: 004244 FRAME: 0829

Schedule I
to
Trademark Security Agreement

1. **Arthur Schuman, Inc.**

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
BELLA ROSA	78/962,623	08/29/2006	3,302,590	10/02/2007	REGISTERED
BELLA ROSA & design	77/000,488	09/15/2006	3,342,555	11/27/2007	REGISTERED
BELLA ROSA SELECTION	77/069,691	12/21/2006	3,463,093	07/08/2008	REGISTERED
BONTAZOLA	78/415,665	05/10/2004	2,987,467	08/23/2005	REGISTERED
CASELLO DI FORMAGGI & Design	78/255,778	05/29/2003	2,875,733	08/17/2004	REGISTERED
CASELLO DI FORMAGGI	78/248,535	05/12/2003	2,875,722	08/17/2004	REGISTERED
CELLO	75/348,285	08/28/1997	2,210,610	12/15/1998	REGISTERED
CELLO (and Design)	74/125,780	12/24/1990	1,665,960	11/26/1991	REGISTERED
EMPIRIA	72/200,347	08/21/1964	795,665	09/07/1965	REGISTERED
GORGA CELLO	77/575,503	09/22/2008			ALLOWED
GRAN CELLO	77/390,596	02/06/2008			ALLOWED
GRANA CELLO	78/172,251	10/08/2002	3,169,300	11/07/2006	REGISTERED
GRANA CELLO & DESIGN	78/172,303	10/08/2002	3,181,462	12/05/2006	REGISTERED
IMPERIA	72/167,145	04/19/1963	786,882	03/16/1965	REGISTERED
MESSANA	73/734866	06/17/1988	1,564,838	11/07/1989	REGISTERED
NOAH'S VALLEY	77/178,213	05/10/2007	3,509,443	09/30/2008	REGISTERED
PARM CELLO	77/522,940	07/15/2008			ALLOWED
PASTURES OF	77/648,250	01/13/2009			PENDING

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
EDEN					
PONGENNARO	77/875,741	11/18/2009			ALLOWED
QUESO SOLIMAR (STYLIZED)	75/018,510	11/13/1995	2,095,810		REGISTERED
ROMA CELLO	77/522,954	07/15/2008	3,691,212		REGISTERED
STAR BELL	77/329,939	11/14/2007			ALLOWED
SUPERIOR ASI	78/400,843	04/13/2004	2,940,170		REGISTERED
THE CHEESE OF CHOICE	78/881,556	05/11/2006	3,292,217	09/11/2007	REGISTERED
UNIVERSAL	76/291,755	07/30/2001	2,638,979	10/22/2002	REGISTERED
VENACASA	75/018,509	11/13/1995	2,100,080	09/23/1997	REGISTERED
VIADANA	78/876,450	05/04/2006			ALLOWED
ZANETTI (AND DESIGN)	73/691,982	10/26/1987	1,519,993	01/10/1989	REGISTERED
ZANETTI (STYLIZED)	73/691,981	10/26/1987	1,517,316	12/20/1988	REGISTERED

2. Argit International Marketing, Inc.

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
ARGITONI	73/435,752	07/22/1983	1,312,496	01/01/1985	REGISTERED

3. Arthur Schuman Midwest, LLC

MARK	APPLICATION NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	STATUS
MAGGIORE & Design	78/056,474	04/03/2001	2,897,969	10/26/2004	REGISTERED