

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
Fieldbrook Foods Corporation		09/27/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3287465	FIELDBROOK FOODS
Registration Number:	2538498	FIELDBROOK FARMS
Registration Number:	2518643	FIELDBROOK FARMS
Registration Number:	2508049	FUN STICKS
Registration Number:	1731410	PARTY TREAT
Registration Number:	1422149	MY FAVORITE
Registration Number:	1423123	MY FAVORITE ICE CREAM
Registration Number:	1367956	OLD FASHIONED "HAND DIPPIN KIND"
Registration Number:	0842941	MASTER PIECE
Registration Number:	0830274	PARTY TREAT
Registration Number:	0939960	PARTY PARADE

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

900172407

**TRADEMARK
 REEL: 004284 FRAME: 0395**

CH \$290.00 3287465

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1940675
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/27/2010
Total Attachments: 4 source=2867309#page1.tif source=2867309#page2.tif source=2867309#page3.tif source=2867309#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 27th day of September, 2010, Fieldbrook Foods Corporation, a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at One Ice Cream Drive, Dunkirk, New York 14048, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLDDBROOK FOODS CORPORATION

By 
Name Richard N. Bais
Title Vice President and Assistant Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FLDDBROOK FOODS CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By *Betzaida Erdelyi*
Name: Betzaida Erdelyi
Title: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Fieldbrook Farms	3287465	September 4, 2007
Fieldbrook Farms	2538498	February 12, 2002
Fieldbrook Farms	2518643	December 11, 2001
Fun Sticks	2508049	November 13, 2001
Party Treat	1731410	November 10, 1992
My Favorite	1422149	December 23, 1986
My Favorite Ice Cream	1423123	December 30, 1986
Old Fashioned "Hand Dippin Kind"	1367956	October 29, 1985
Master Piece	0842941	January 23, 1968
Party Treat	0830274	June 12, 1967
Party Parade	0939960	August 1, 1972

PENDING FEDERAL TRADEMARK APPLICATIONS

None.