

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kum & Go, L.C.		12/10/2010	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	70 West Madison		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	a bank chartered under the laws of the State of Illinois: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	73160108	KUM & GO	
Serial Number:	76597558	NUCLEAR ENERGY DRINK	
Serial Number:	76597560	NUCLEAR	
Serial Number:	76597562	NUCLEAR ENERGY DRINK	
Serial Number:	76661925	HILAND	
Serial Number:	76643654	MENACE MANIAC	
Serial Number:	77172334	NUTRI20	
Serial Number:	76682481	JAVA RIDGE	
Serial Number:	85104805	HILAND	
Serial Number:	77848285	HILAND PREMIUM	
Serial Number:	77848226	HILAND	
Serial Number:	76699946	HILAND	
Serial Number:	76700393	GO FRESH MARKET	

TRADEMARK

900178604

REEL: 004432 FRAME: 0441

CH \$340.00 73160108

CORRESPONDENCE DATA

Fax Number: (515)283-3108

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

Phone: 5156455502

Email: ptodm@nyemaster.com

Correspondent Name: Wendy K. Marsh

Address Line 1: 700 Walnut Street

Address Line 2: Suite 1600

Address Line 4: Des Moines, IOWA 50309

NAME OF SUBMITTER:

Wendy K. Marsh

Signature:

/wendy k. marsh/

Date:

12/13/2010

Total Attachments: 3

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TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement ("Security Agreement"), dated as of December 10, 2010, is made by Kum & Go, L.C., an Iowa limited liability company (together with its subsidiaries, "Grantor"), in favor of The PrivateBank and Trust Company, a bank chartered under the laws of the State of Illinois ("Lender"), as Administrative Agent under the Credit Agreement, as defined below.

WHEREAS, the Grantor has acquired an interest in certain federal trademark applications and registrations identified in Schedule 1 hereto (the "Trademarks");

WHEREAS, the Grantor and the Lender are parties to a certain credit agreement, dated December 10, 2010 ("Credit Agreement");

WHEREAS, it is a condition precedent to the Lender's entry into the Credit Agreement that the Grantor shall have executed and delivered this Security Agreement to the Lender;

WHEREAS, the Grantor wishes to grant to Lender, as Administrative Agent for the Lenders set forth in the Credit Agreement, a security interest in certain of its property and assets to secure the performance of its obligations under the Credit Agreement and the other credit documents;

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Lender of, and has granted to the Lender a security interest in, all of the Grantor's right, title and interest in, to, and under the Trademarks, in each case in Lender's capacity as a Lender and as the Administrative Agent for the other Lenders set forth in the Credit Agreement. The Grantor also acknowledges and confirms that the rights and remedies of Lender with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Trademark Collateral Assignment and Security Agreement to be duly executed and delivered by their respective officers or other representatives thereunto duly authorized as of the date first above written.

KUM & GO, L.C.

By: KJ Krause
Name: KYLE J. KRAUSE
Title: MANAGER

THE PRIVATEBANK AND TRUST COMPANY

By: Kim A. Butler
Name: KIM A. BUTLER
Title: MANAGING DIRECTOR

Schedule 1 – Trademarks

Schedule 1

Mark	Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
Kum & Go	Kum & Go, L.C.	73160108	1,141,200	N/A	11/04/80
Nuclear Energy Drink	Kum & Go, L.C.	76597558	2,969,661	N/A	7/19/2005
Nuclear	Kum & Go, L.C.	76597560	2,969,662	N/A	7/19/2005
Nuclear Energy Drink	Kum & Go, L.C.	76597562	2,984,796	N/A	8/16/2005
Hiland	Kum & Go, L.C.	76661925	3,245,916	N/A	3/13/2007
Menace Maniac	Kum & Go, L.C.	76643654	3,275,899	N/A	8/7/2007
Nutri20	Kum & Go, L.C.	77172334	3,417,148	N/A	4/29/2008
Java Ridge	Kum & Go, L.C.	76682481	3602935	N/A	4/7/2009
Hiland	Kum & Go, L.C.	85104805	N/A	8/11/2010	N/A
Hiland Premium	Kum & Go, L.C.	77848285	N/A	10/14/2009	N/A
Hiland	Kum & Go, L.C.	77848226	N/A	10/14/2009	N/A
Hiland	Kum & Go, L.C.	76699946	N/A	10/19/2009	N/A
Go Fresh Market	Kum & Go, L.C.	76700393	N/A	11/16/2009	N/A