

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
Carl Buddig and Company		12/10/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chase Capital Corporation, as Administrative Agent
Street Address:	10 S. Dearborn Street, 19th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3878259	ALL-IN-1
Registration Number:	3690554	FIX QUIX
Registration Number:	2998828	BUDDIG SINCE 1940 PREMIUM DELI CUTS ULTRA THIN OVER 60 SLICES
Registration Number:	2941185	OLD WISCONSIN SNACK BITES BETTER FLAVOR, NATURALLY.
Registration Number:	2940596	BUDDIG TOGO!
Registration Number:	2870240	SNACK-BUDS
Registration Number:	2774223	SNACK STICKS
Registration Number:	2793986	PARTY BITES
Registration Number:	2815581	BETTER FLAVOR, NATURALLY.
Registration Number:	2762736	OLD WISCONSIN
Registration Number:	2588136	LEANSLICES
Registration Number:	2372702	IT ALWAYS TASTES LIKE SOMEONE CARES
Registration Number:	2646193	SNACKTASTIC

OP \$490.00 3878259

Registration Number:	1697804	OLD WISCONSIN
Registration Number:	1548503	FAT FREDDIE
Registration Number:	1397805	WISCONSIN MAID
Registration Number:	1371546	COUNTRY CUPBOARD
Registration Number:	1372854	BUDDI BULL
Registration Number:	1166688	THE ORIGINAL CARL BUDDIG

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.184
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/14/2010

Total Attachments: 6
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This instrument and the rights, remedies and obligations and liens (if any) evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "First Lien Intercreditor Agreement") dated as of December 10, 2010 by and among JPMorgan Chase Bank, N.A., a national banking association, as First Priority Representative (as defined therein), Chase Capital Corporation, as Second Priority Representative (as defined therein), and Carl Buddig and Company, a Delaware corporation; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the First Lien Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 2010, is between Carl Buddig and Company, a Delaware corporation ("Grantor"), and Chase Capital Corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has entered into a Subordinated Pledge and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions

thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

2. each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

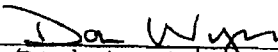
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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.

The Secured Party acknowledges and agrees to be bound by the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and this Agreement, the terms of the First Lien Intercreditor Agreement shall govern. So long as First Priority Representative (as defined in the First Lien Intercreditor Agreement) is acting as bailee and as agent for perfection on behalf of the Secured Party pursuant to the terms of the First Lien Intercreditor Agreement, any obligation of the Grantor in this Agreement that requires delivery of Collateral to, or the possession or control of Collateral with, the Secured Party shall be deemed complied with and satisfied if such delivery of Collateral is made to, or such possession or control of Collateral is with, the First Priority Representative (as defined in the First Lien Intercreditor Agreement).

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 10th day of December, 2010.

CARL BUDDIG AND COMPANY

By: 
Name: DAN WYNN
Title: CHIEF OPERATING OFFICER

ACKNOWLEDGED:

CHASE CAPITAL CORPORATION,
as Administrative Agent for Lenders

By: *Daniel T. Murring*
Name: Daniel T. Murring
Title: Principal

SCHEDULE 1

TRADEMARKS AND PENDING TRADEMARKS:

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
ALL-IN-1	77838124	9/30/09	3878259	11/16/10	Registered	Carl Buddig and Company
PROTEIN PRIORITY	77733877	5/11/09	N/A	N/A	Published (Pending)	Carl Buddig and Company
FIX QUIX	77634288	12/16/08	3690554	9/29/09	Registered	Carl Buddig and Company
BUDDIG SINCE 1940 PREMIUM DELI CUTS ULTRA THIN OVER 60 SLICES	76593193	5/20/04	2998828	9/20/05	Registered	Carl Buddig and Company
OLD WISCONSIN SNACK BITES BETTER FLAVOR NATURALLY	76542865	9/8/03	2941185	4/19/05	Registered	Carl Buddig and Company
BUDDIG TOGO!	76519380	6/4/03	2940596	4/12/05	Registered	Carl Buddig and Company
SNACK-BUDS	76466245	11/12/02	2870240	8/3/04	Registered	Carl Buddig and Company
SNACK STICKS	76438002	8/5/02	2774223	10/14/03	Registered	Carl Buddig and Company
PARTY BITES	76434645	7/26/02	2793986	12/16/03	Registered	Carl Buddig and Company
BETTER FLAVOR, NATURALLY	76427156	7/3/02	2815581	2/17/04	Registered	Carl Buddig and Company
OLD WISCONSIN	76426073	6/28/02	2762736	9/9/03	Registered	Carl Buddig and Company
LEANSLICES	76268003	6/7/01	2588136	7/2/02	Registered	Carl Buddig and Company
IT ALWAYS TASTES LIKE SOMEONE CARES	75762950	7/28/99	2372702	8/1/00	Renewed (Registered)	Carl Buddig and Company
SNACKTASTIC	75716005	5/27/99	2646193	11/5/02	Registered	Carl Buddig and Company
OLD WISCONSIN	74108579	10/24/90	1697804	6/30/92	Renewed (Registered)	Carl Buddig and Company
FAT FREDDIE	73762421	11/7/88	1548503	7/18/89	Renewed (Registered)	Carl Buddig and Company
WISCONSIN MAID	73564909	10/24/85	1397805	6/17/86	Renewed (Registered)	Carl Buddig and Company
COUNTRY CUPBOARD	73536271	5/23/85	1371546	11/19/85	Renewed (Registered)	Carl Buddig and Company
BUDDI BULL	73536269	5/7/85	1372854	11/26/85	Renewed (Registered)	Carl Buddig and Company
THE ORIGINAL CARL BUDDIG	73258659	4/18/80	1166688	8/25/81	Renewed (Registered)	Carl Buddig and Company

TRADEMARK LICENSES:

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties to Agreement</u>
Certification Mark License Agreement Food Products	May 30, 2008	American Heart Association and Carl Buddig and Company