

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MCF Acquisition LLC		05/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3391276	MISTER COOKIE FACE	
Registration Number:	3283844	WOODLAKE FARMS	
Registration Number:	3149784	SLENDER REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1940675		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		

CH \$90.00 3391276

Signature:	/richard kalwa/
Date:	09/07/2011
Total Attachments: 4 source=3007264#page1.tif source=3007264#page2.tif source=3007264#page3.tif source=3007264#page4.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2011, MCF Acquisition LLC, a Delaware limited liability company ("*Debtor*"), 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;

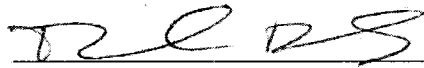
to secure the payment and performance of all Secured Obligations of Debtor, Fieldbrook Foods Corporation, a Delaware corporation ("*Fieldbrook*") and certain affiliates of Debtor as set out in that certain Security Agreement dated as of September 27, 2010 among Fieldbrook, FFC Holding Corp., a Delaware corporation, the other parties thereto as debtors, and such other parties, including Debtor, who execute and deliver to the Agent an Assumption and Supplemental Security Agreement, and the Agent, as the same may be amended, modified, supplemented 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.

MCF ACQUISITION LLC

By   
Name Richard N. Boos  
Title Vice President

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

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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.

MCF ACQUISITION LLC

By \_\_\_\_\_  
Name Richard N. Boos  
Title Vice President

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

BANK OF MONTREAL, as Agent

By Jana Cupisier  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Class</b>	<b>Owner Name</b>
MISTER COOKIE FACE	U.S.	Registered	3391276	March 4, 2008	30	MISTER COOKIE FACE, INC.
WOODLAKE FARMS	U.S.	Registered	3283844	August 21, 2007	30	MISTER COOKIE FACE, INC.
SLENDER REWARDS	U.S.	Registered	3149784	September 26, 2006	30	MISTER COOKIE FACE, INC.
MISTER COOKIE FACE	Canada	Registered	TMA507818	February 9, 1999	30	MISTER COOKIE FACE, INC.