

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
Furst-McNess Company		06/12/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 West Monroe		
Internal Address:	Floor 20 East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1369759	MC NESS	
Registration Number:	1374926	MC NESS	
Registration Number:	1369372	MC NESS	
Registration Number:	1369719	MCNESS	
Registration Number:	1374941	MCNESS	
Registration Number:	0903154	TOP FARE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0042-H.POITRAS
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Signature:	/Patricia O'Donoghue/
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Date:	06/15/2012
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Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of June 12, 2012, by FURST-MCNESS COMPANY, an Illinois corporation (“**Grantor**”), in favor of BANK OF MONTREAL (“**Grantee**”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Credit and Security Agreement, dated June 12, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

(Signature Page to Trademark Security Agreement)

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

FURST-MCNESS COMPANY

By: _____

Matt L. Hartman
Vice President, Chief Financial Officer
& Secretary

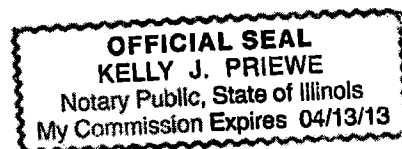
STATE OF IL

ss.:

COUNTY OF Stephenson

On this 8th day of June, 2012, before me personally came Matt L. Hartman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President, Chief Financial Officer & Secretary of Furst-McNess Company, an Illinois corporation, and that s/he executed the foregoing instrument in the firm name of Matt L. Hartman, Vice President, Chief Financial Officer & Secretary of Furst-McNess Company, an Illinois corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Kelly J. Priewe
[NOTARY SEAL]



SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark/SN/RN	Status/Status Date	Owner	Filing Date	Registration Date	Full Goods/Services	Status
MC NESS (Stylized)  SN:73-486482 RN:1,369,759	Renewed Principal Register - Sec. 2(F) November 12, 2005	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61032	June 22, 1984	November 12, 1985	(Int'l Class: 5) Vitamin capsules and tablets, cough syrup, vapor inhalant, liniments, salves and ointments, antiseptic solutions, topical anesthetics, foot powders, antidiarrheal medicines, mouthwash/gargle, enemas, medicated skin pads, medicated skin creams, pesticides, and medicated additives for animal foodstuffs	Active
MC NESS (Stylized)  SN:73-486948 RN:1,374,926	Renewed Principal Register - Sec. 2(F) December 10, 2005	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61032	June 25, 1984	December 10, 1985	(Int'l Class: 29) Salad dressing mixes and soup bases	Active
MC NESS (Stylized)  SN:73-486953 RN:1,369,372	Renewed Principal Register - Sec. 2(F) November 5, 2005	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61032	June 25, 1984	November 5, 1985	(Int'l Class: 32) Soft drink mixes and concentrates	Active
MCNESS (Stylized)  SN:73-486951 RN:1,369,719	Renewed Principal Register - Sec. 2(F) November 12, 2005	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61032	June 25, 1984	November 12, 1985	(Int'l Class: 3) Hair shampoos, hair conditioners and dressings, anti-perspirants, bubble bath solutions, liquid soaps, hand and body lotions, hand cleaning preparations, window cleaning preparations, household degreasing and cleaning preparations, furniture polishes, rug shampoos, toilet bowl cleaning preparations, septic tank cleaning preparations, laundry detergents, dish wash detergents, laundry fabric softeners and soil removers for fabrics	Active
MCNESS (Stylized)  SN:73-486952 RN:1,374,941	Renewed Principal Register - Sec. 2(F) December 10, 2005	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61032	June 25, 1984	December 10, 1985	(Int'l Class: 30) Barbecue sauce, cinnamon, mustard, spices, seasonings, gravy bases, salt, pepper, food flavorings, and pudding mixes for dessert puddings and pie fillings	Active
TOP FARE SN:72-355720 RN:903,154	Renewed November 24, 2000	Furst-Mcness Company (Illinois Corp.) 120 East Clark Street Freeport, Illinois 61039	April 2, 1970	November 24, 1970	(Int'l Class: 31) Livestock feed	Active
MCNESS & DESIGN  AN:720290-00 RN:TMA422793	Renewed January 28, 2009	FURST-MCNESS COMPANY, 120 EAST CLARK STREET, FREEPORT, ILLINOIS 61032, UNITED STATES	January 12, 1993	January 28, 1994	(Int'l Class: 31) (1) Livestock premixes. (Int'l Class: 35) (1) Operation of a business dealing in livestock premixes.	Active