

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
GLK Foods, LLC	FORMERLY Great Lakes Kraut Company, LLC	08/31/2012	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	State of Wisconsin Investment Board		
Street Address:	121 E. Wilson St.		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53703		
Entity Type:	STATE AGENCY: WISCONSIN		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1445394	CORTLAND VALLEY	
Registration Number:	3932938	KRRRRISP	
Registration Number:	1480287	KRRRRISP KRAUT	
Registration Number:	3866460	KRRRRISP KRAUT	
Registration Number:	0547472	SILVER FLOSS	
Registration Number:	4072831	SILVER FLOSS	
Registration Number:	1426706	VICTOR	
Serial Number:	85513190	SAVERNE	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	608-257-3501		
Email:	kateelin@michaelbest.com		

OP \$215.00 1445394

Correspondent Name: Kelly A. Teelin, Paralegal
Address Line 1: 1 S. Pinckney St., Ste. 700
Address Line 2: Michael Best & Friedrich LLP
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	096646-0141
NAME OF SUBMITTER:	Kelly Teelin
Signature:	/s/ Kelly Teelin
Date:	10/18/2012

Total Attachments: 5
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SUBORDINATE TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2012, GLK Foods, LLC, a Wisconsin limited liability company ("*Debtor*") with its principal place of business and mailing address at 158 E. Northland Ave, Appleton, Wisconsin 54911, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants under the terms of the Security Agreement referred to below, to the State of Wisconsin Investment Board ("*Secured Party*"), 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 Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Nothing in this Trademark Collateral Agreement shall operate as a sale, transfer, conveyance or other assignment to Secured Party of the ownership of any of the properties identified on Schedule A hereto, unless and until such sale, transfer, conveyance or other assignment occurs under the terms of the Security Agreement or by operation of law.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party 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 Secured Party 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 Secured Party 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.

GLK FOODS, LLC

By 
Name Ryan M. Downs
Title President

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

State of Wisconsin Investment Board

By _____
Name _____
Title _____

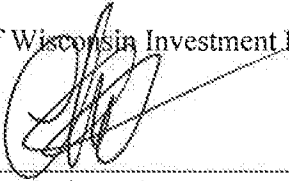
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GLK FOODS, LLC

By _____
Name _____
Title _____

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

State of Wisconsin Investment Board

By  _____
Name Christopher P. Prestigiacomo
Title Portfolio Manager

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
CORTLAND VALLEY	1445394	06/30/87
KRRRRISP	3932938	03/15/11
KRRRRISP KRAUT	1480287	03/08/88
KRRRRISP KRAUT	3866460	10/26/10
SILVER FLOSS	547472	09/04/51
SILVER FLOSS and Design	4072831	12/20/11
VICTOR	1426706	01/27/87

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
SAVERNE	85/513,190	01/10/12