

**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>
Classic Midwest, Inc.		12/19/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dymas Funding Company, LLC		
<b>Street Address:</b>	One North Franklin		
<b>Internal Address:</b>	Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76110784	BRAUN	
<b>Serial Number:</b>	76109865	BRAUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8756		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8348		
<b>Email:</b>	cheryle.stone@kattenlaw.com		
<b>Correspondent Name:</b>	Cheryle Stone c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	215577-00057		
<b>NAME OF SUBMITTER:</b>	Cheryle A. Stone		
<b>Signature:</b>	/Cheryle A. Stone/		

CH \$65.00 76110784

Date:

12/20/2007

**Total Attachments: 3**

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, CLASSIC MIDWEST, INC., a Delaware corporation, (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has, by joinder, entered into a Security Agreement, dated December 20, 2006 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

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

**[Remainder of page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December \_\_, 2007.

**CLASSIC MIDWEST, INC.**, a Delaware corporation

By: 

Name: John C. Campanelli

Title: President and Chief Executive Officer

**TRADEMARK**

**REEL: 003682 FRAME: 0943**

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

A. Trademarks and Trademark Applications

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BRAUN (Stylized or with design)	Classic Midwest, Inc.	76/110,784	August 17, 2000	2,469,844	July 17, 2001
BRAUN (standard characters)	Classic Midwest, Inc.	76/109,865	August 15, 2000	2,533,836	January 29, 2002