

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
DCI Cheese Company, Inc.		09/20/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	Harris N.A., as administrative agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	77040626	AFFINEUR
Serial Number:	78971544	DIET WISE
Serial Number:	77086292	IL GIARDINO
Serial Number:	77199390	QUESO LA MAYA
Serial Number:	78970497	VINTNER'S COLLECTION
Registration Number:	3228487	CAESAR
Registration Number:	0813087	DIET-WISE
Registration Number:	3261941	EL MECO
Registration Number:	1755565	EL REYECITO
Registration Number:	3229035	EUROPEAN LEGACY
Registration Number:	3285382	JOAN OF ARC
Registration Number:	0120692	JOAN OF ARC
Registration Number:	3285383	KING'S CHOICE
Registration Number:	0563392	KING'S CHOICE

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Registration Number:	1412497	LABONTE
Registration Number:	0075871	LIEDERKRANZ
Registration Number:	0863223	METCO
Registration Number:	3269606	RANCH JACK
Registration Number:	2187902	SALEMVILLE
Registration Number:	3174704	SILLY CHEESE

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1604362
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/21/2007

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 20th day of September, 2007, DCI CHEESE COMPANY, INC., a Wisconsin corporation ("*Debtor*"), with its principal place of business and mailing address at 3018 Highway 145, Richfield, Wisconsin 53076, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) 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 or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of August 7, 2006 among Debtor, the other debtors party thereto and the Agent, as the same has been or 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 granting a security interest 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*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

Debtor does hereby further acknowledge and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the

Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

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

DCI CHEESE COMPANY, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By Betzaida Edeley
Name: Betzaida Edeley
Its: Director

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS**

MARK	SERIAL NO.	REGISTRATION NO.	DATE
AFFINEUR	77/040,626		11/9/06
DIETWISE	78/971,544		11/11/06
IL GIARDINO	77/086,292		1/19/07
QUESO LA MAYA	77/199,390		6/6/07
VINTNER'S COLLECTION	78/970,497		9/8/06
CAESAR	78/453,842	3,228,487	4/10/07
DIET-WISE (STYLIZED)	72/195,579	0,813,087	8/16/66
EL MECO	78/411,412	3,261,941	7/10/07
EL REYCITO	74/280,060	1,755,565	3/2/93
EUROPEAN LEGACY	77/000,797	3,229,035	4/17/07
JOAN OF ARC	77/086,280	3,285,382	8/28/07
JOAN OF ARC (AND DESIGN)	71,105,996	0,120,692	2/26/1918
KING'S CHOICE	77/086,287	3,285,383	8/28/07
KING'S CHOICE AND DESIGN	71/614,627	0,563,392	8/26/52
LABONTE (STYLIZED)	73/465,241	1,412,497	10/7/86
LIEDERKRANZ (STYLIZED)	71/042,514	0,075,871	11/23/1909
METCO (STYLIZED)	72/288,443	0,863,223	1/7/69

MARK	SERIAL NO.	REGISTRATION NO.	DATE
RANCH JACK	78/646,311	3,269,606	7/24/07
RANCH JACK	78/646,311	3,269,606	7/24/07
SALEMVILLE	75/384,507	2,187,902	9/18/98
SILLY CHEESE	78/178,387	3,174,704	11/21/06

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.