

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
CR Acquisition, Inc.		10/05/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77156517	CHEF KNIFE AND STEEL 24/7
Serial Number:	77115027	CHEF REVIVAL
Registration Number:	2727972	DRIZZLERS
Registration Number:	2742745	CHEF
Registration Number:	2823660	CHEF REVIVAL
Registration Number:	2366101	CHECKERBOARD
Registration Number:	2240739	DESIGNED BY CHEFS FOR CHEFS
Registration Number:	2165713	DESIGNED BY CHEFS FOR CHEFS
Registration Number:	2369679	
Registration Number:	2179399	CHEF CARE
Registration Number:	2112949	CHEF
Registration Number:	2058378	CHEF
Registration Number:	1934248	KNIFE AND STEEL
Registration Number:	1814461	QC 2000

CH \$465.00 77156517

Registration Number:	1650818	CHEF
Registration Number:	1651545	CHEF REVIVAL
Registration Number:	1644126	CHEF
Registration Number:	1634857	CHEF

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: mmurphy@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60611-7603

ATTORNEY DOCKET NUMBER:	28845-20066
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	10/09/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2007 (this "Agreement"), by CR ACQUISITION, INC., a Wisconsin corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

RECITALS

WHEREAS, The Colman Group, Inc, a Wisconsin corporation (the "Borrower") has entered into an Amended and Restated Loan and Security Agreement dated as of February 20, 2001 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Lender providing for extensions of credit and other financial accommodations to be made to the Borrower by the Lender;

WHEREAS, the Grantor is a subsidiary of the Borrower.

WHEREAS, the Lender are willing to make the extensions of credit and other financial accommodations to the Borrower as provided in the Loan Agreement, upon the condition, among others, that the Grantor shall have entered into that certain Joinder to Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Joinder"), joining the Grantor as a party to certain provisions of the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to enter into this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby assigns and transfers to the Lender, and hereby grants to the Lender, a continuing security interest in all of the Grantor's right title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of its rights, priorities and privileges relating to (i)(A) all trademarks, trade names, corporate names, the company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof,

or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 attached hereto and (B) the right to obtain all renewals thereof (“Trademarks”), and (ii) each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in the case of clauses (i) and (ii) above, whether arising under United States, multinational or foreign laws or otherwise, including those set forth on Schedule 1 attached hereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

- (b) all books and records pertaining to any of the foregoing;
- (c) all Proceeds and products of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement through execution and delivery of the Joinder and is not intended to increase the rights of the Lender or the obligations of the Grantor beyond the rights and obligations contained in the Loan Agreement through execution and delivery of the Joinder. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, as supplemented by the Joinder, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

CR ACQUISITION, INC.,
a Wisconsin corporation

By: Charles E. Tolman
Name: Charles E. Tolman
Its: President

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]

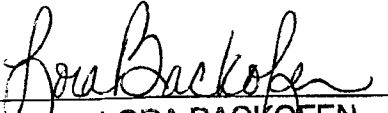
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

CR ACQUISITION, INC.,
a Wisconsin corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: LORA BACKOFEN
Title: SENIOR VICE PRESIDENT

[Trademark Security Agreement]

TRADEMARK
REEL: 003635 FRAME: 0931

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS & APPLICATIONS

<u>MARK</u>	<u>FILING NO./ REGISTRATION NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>
MARK	77/156,517	04/13/07
MARK	77/115,027	02/23/07
DRIZZLERS	2,727,972	06/17/03
MARK	2,742,745	07/29/03
MARK	2,823,660	03/16/04
CHECKERBOARD	2,366,101	07/11/00
DESIGNED BY CHEFS FOR CHEFS	2,240,739	04/20/99
DESIGNED BY CHEFS FOR CHEFS	2,165,713	06/16/98
MARK	2,369,679	07/25/00
MARK	2,179,399	08/04/98
MARK	2,112,949	11/11/97
MARK	2,058,378	04/29/97
KNIFE AND STEEL	1,934,248	11/07/95
QC 2000	1,814,461	12/28/93
MARK	1,650,818	07/16/91
CHEF REVIVAL	1,651,545	07/23/91
MARK	1,644,126	05/07/91
MARK	1,634,857	02/12/91