

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
Elgin Dairy Foods, Inc.		01/19/2006	CORPORATION: ILLINOIS
M&E Distribution, LLC		01/19/2006	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	111 West Washington Street
Internal Address:	Suite 400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	776272	ELGIN
Serial Number:	72171342	FLAV'R-TOP
Registration Number:	718967	
Registration Number:	2217956	
Registration Number:	1532258	YOFRO
Serial Number:	72669758	
Registration Number:	775915	FLAV'R-TOP

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7838
 Email: tsettle@vedderprice.com

CH \$190.00 776272

Correspondent Name: Tammy S. Settle
Address Line 1: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 35135.00.0012/TSS

NAME OF SUBMITTER: Tammy S. Settle

Signature: /tsettle/

Date: 03/14/2006

Total Attachments: 5
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REAFFIRMATION OF TRADEMARK AND LICENSE SECURITY AGREEMENT

This REAFFIRMATION OF TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") dated as of January 19, 2006, is made by ELGIN DAIRY FOODS, INC., an Illinois corporation ("Elgin"), M & E DISTRIBUTION LLC, an Illinois limited liability company ("M&E"; Elgin and M&E are hereinafter referred to, collectively, as "Borrowers" and, individually, each as a "Borrower"), in favor of COLE TAYLOR BANK (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 30, 2004 by and between Borrowers and the Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has made and continues to make loans and other financial accommodations available to Borrowers;

WHEREAS, in connection with the Loan Agreement, Borrowers entered into that certain Trademark and License Security Agreement dated as of April 30, 2004, in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement");

WHEREAS, Borrowers have requested that the Lender amend the Loan Agreement pursuant to the terms of that Amendment No. 4 to Loan and Security Agreement dated as of the date hereof among the Borrowers and the Lender (the "Amendment"); and

WHEREAS, the Lender is unwilling to execute the Amendment unless, among other things, each Borrower affirms the Trademark Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the purpose of inducing the Lender to execute the Amendment, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, each Borrower hereby agrees as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference thereto as if fully set forth herein.

2. Reaffirmation. The Trademark Agreement remains in full force and effect, and each Borrower hereby ratifies and affirms such Borrower's grant of the security interest pursuant to Section 2 of the Trademark Agreement to secure the unconditional, absolute, and irrevocable guaranty of the due and punctual payment of all of the Obligations (as defined in the Loan Agreement) at maturity, whether by acceleration or otherwise, and at all times thereafter, as such Obligations are amended and modified by the terms of the Loan Agreement. Each of the Borrowers agrees and acknowledges that all terms, provisions and conditions of the Trademark Agreement, are hereby confirmed and remain in full force and effect.

3. Representations and Warranties. Each Borrower represents and warrants to the Lender that:

(a) The execution, delivery and performance by such Borrower of this Agreement, are within its corporate powers and have been duly authorized by all necessary corporate action on the part of such Borrower;

(b) This Agreement constitutes the legal, valid and binding obligation of such Borrower, enforceable against such Borrower in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and that the liability of such Borrower hereunder and under the Trademark Agreement shall continue in full force and effect until the Obligations and all other amounts and obligations secured pursuant to the Trademark Agreement are paid to the Lender in full; and

(c) As of the date hereof, there are no defenses, setoffs, claims or counterclaims that could be asserted against the Lender arising from or in connection with the Trademark Agreement or the Obligations.

4. Counterparts. This Agreement shall be deemed to be made a part of the Trademark Agreement. This Agreement may be executed in counterparts and said counterparts when taken together shall constitute one and the same instrument.

5. Governing Law. This Agreement shall be construed, interpreted and enforced according to the internal laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Reaffirmation of Trademark and License Security Agreement

IN WITNESS WHEREOF, this Reaffirmation of Trademark and License Security Agreement has been executed and delivered by the undersigned as of the date first written above.

ELGIN DAIRY FOODS, INC., an Illinois corporation

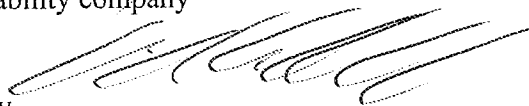
By



Edward K. Gignac
President and Treasurer

M & E DISTRIBUTION LLC, an Illinois limited liability company

By




Michael Miller
President

Signature Page to Reaffirmation of Trademark and License Security Agreement

ACCEPTED:

COLE TAYLOR BANK, as Lender

By: 
Jeffrey Podwika
Vice President

111 West Washington Street, Suite 400
Chicago, Illinois 60602

TRADEMARKS

<u>Trademark</u>	<u>Number</u>	<u>Date</u>
ELGIN	776272	9/1/64
FLAV'R TOP	72/171342	6/19/63
	7755915	8/25/64
MISCELLANEOUS DESIGN	718967	8/22/95
	2217956	1/12/99
YOFRO	737907	7/5/88
	1532258	3/28/89
Bee Design	72-669758	2/28/88
	1527184	