### 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
Sartori Food Corporation		07/13/2006	CORPORATION: WISCONSIN

### **RECEIVING PARTY DATA**

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78476571	VIBRANTE
Serial Number:	78517775	CHALLENGE US TO CREATE YOUR SOLUTION
Serial Number:	78709175	THE INDESCRIBABLE CHEESE
Serial Number:	78756373	HOT N' BLUE
Serial Number:	78762769	GLACIER POINT ARTISAN CHEESE COMPANY
Serial Number:	78806721	ALWAYS THINKING AHEAD
Registration Number:	2109233	WISANTIGO
Registration Number:	2432065	POTENZIA
Registration Number:	2545744	THE FLAVOR AND PERFORMANCE SPECIALISTS
Registration Number:	2653233	SARTORI FOODS
Registration Number:	2687119	INTENSACLUB
Registration Number:	2949843	INTENSACHEDDAR
Registration Number:	3108122	SIGNATURE BLENDS

CORRESPONDENCE DATA

TRADEMARK REEL: 003349 FRAME: 0100

900053353

Fax Number: (414)978-8675

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Quarles & Brady LLP

Phone: 414 277 5675

Email: msl@quarles.com

Correspondent Name: Marta S. Levine

Address Line 2: 411 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	07/17/2006

#### Total Attachments: 6

Address Line 1:

source=IPSecurityAgreementSartoriM&I#page1.tif source=IPSecurityAgreementSartoriM&I#page2.tif source=IPSecurityAgreementSartoriM&I#page3.tif source=IPSecurityAgreementSartoriM&I#page4.tif source=IPSecurityAgreementSartoriM&I#page5.tif source=IPSecurityAgreementSartoriM&I#page6.tif

# CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of July 13, 2006, by and from SARTORI FOOD CORPORATION (the "Assignor"), a Wisconsin corporation, whose principal address is 107 Pleasant View Road, Plymouth, Wisconsin 53703-0258, to and in favor of M&I MARSHALL & ILSLEY BANK (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

#### 2) The Security Interest.

- (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
- (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from

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time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

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IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

SARTORI FOOD CORPORATION

By: Treed on Down II

Name: Facocaica M. Bours II

Title: Executive Vice President

Signature Page to Confirmatory Assignment of Security Interest in United States Patents and Trademarks

STATE OF WISCONSIN )	
COUNTY OF BROWN ) SS.	
Frederick M. Bowes I, known to me to be the Exec. V.P. of SARTO	RI
FOOD CORPORATION personally came before me this 13th day of July, 20	)06,
and executed or acknowledged to me that he executed the foregoing Confirmatory	
Assignment of Security Interest in United States Patents, Trademarks, and Copyrigh	its on
behalf of SARTORLES CORPORATION and pursuant authority duly receive	ed.
(SEAL)    SEAL     SE	
(SEAL) Notary Public, State of Wisconsin	
JUDY E. * My Commission experses 10-26-2	007.
GOLUBIC JUST COMMISSION	
A Proceedings	
OF MISSION OF WILLIAM	

Notary Page to Confirmatory Assignment of Security Interest in United States Patents and Trademarks

## CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

### **U.S. PATENTS**

Patent Title	(App. No.)	(Filing Date)
Partially Baked Cheese Product And	(10/422,618)	(04/24/2003)
Method Of Production		

### **U.S. TRADEMARKS**

Mark	Reg. No. (Serial No.)	Reg. Date (Filing Date)
VIBRANTE	(78/476,571)	(08/31/2004)
CHALLENGE US TO CREATE YOUR SOLUTION	(78/517,775)	(11/16/2004)
THE INDESCRIBABLE CHEESE	(78/709,175)	(09/08/2005)
HOT N' BLUE	(78/756,373)	(11/17/2005)
GLACIER POINT ARTISAN CHEESE COMPANY	(78/762,769)	(11/29/2005)
ALWAYS THINKING AHEAD	(78/806,721)	(02/03/2006)
WISANTIGO	2,109,233	10/28/1997
POTENZIA	2,432,065	02/27/2001
THE FLAVOR AND PERFORMANCE SPECIALISTS	2,545,744	03/12/2002
SARTORI FOODS	2,653,233	11/26/2002
INTENSACLUB	2,687,119	02/11/2003
INTENSACHEDDAR	2,949,843	05/10/2005
SIGNATURE BLENDS	3,108,122	06/20/2006

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### U.S. COMMON LAW TRADEMARKS

### Mark

GOURMET TEMPTATIONS
XTREME CHEESE

### **U.S. COPYRIGHTS**

2

Title Reg. No. Issue Date
Sartori Foods Italian Cheese TX909680 06/25/1999
Flavor Wheel

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**RECORDED: 07/17/2006**