

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
S.T. Specialty Foods, Inc.		12/17/2008	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1820765	OUR SPECIALTY	
Registration Number:	3087364	OUR SPECIALTY	
Registration Number:	3079121	SWIFT MAC	
Registration Number:	3493708	RAVELLO	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	1900240		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$115.00 1820765

Signature:	/richard kalwa/
Date:	12/17/2008
Total Attachments: 5 source=2545091#page1.tif source=2545091#page2.tif source=2545091#page3.tif source=2545091#page4.tif source=2545091#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 17 day of December, 2008, S.T. SPECIALTY FOODS, INC., a Minnesota corporation (“*Debtor*”), with its principal place of business and mailing address at 8700 Xylon Avenue North, Brooklyn Park, Minnesota 55445, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*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 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) 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 or by reason of injury to the goodwill associated with any such trademark or trademark registration, 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 Security Agreement dated as of even date herewith by and among the Debtor, the other debtors party thereto and the Agent, as the same 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 a sale, transfer, conveyance or other assignment 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*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

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

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

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

S.T. SPECIALTY FOODS, INC.

By: Dale Schulz
Name: Dale Schulz
Its: President and Chief Executive Officer

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Its: _____

[Signature Page to Trademark Collateral Agreement]

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

S.T. SPECIALTY FOODS, INC.

By: _____
Name: Dale Schulz
Its: President and Chief Executive Officer

BANK OF MONTREAL, as Agent

By: John R. Carley
Name: John R. Carley
Its: Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 003905 FRAME: 0587

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION AND PENDING TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date
Our Specialty	1,820,765	02/08/1994
Our Specialty	3087364	05/02/2006
Swift Mac	3079121	04/11/2006
Ravello	3493708	08/26/2008
Ravello	Pending in Canada	Application No.: 1380134 Filed: 01/15/2008