

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-----------------------|
| V & V Supremo Foods, Inc. | | 01/09/2009 | CORPORATION: ILLINOIS |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | MB Financial Bank, N.A. |
| Street Address: | 800 West Madison Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60607 |
| Entity Type: | national banking association: |

PROPERTY NUMBERS Total: 32

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------|
| Registration Number: | 2547216 | V&V |
| Serial Number: | 78883982 | LOS REYES |
| Serial Number: | 78895534 | LITTO |
| Serial Number: | 78895531 | CHICO |
| Serial Number: | 78883968 | FIESTA MEXICANA |
| Serial Number: | 78974792 | ZAMORA |
| Serial Number: | 77002586 | FRESCO-FRESCO |
| Serial Number: | 77369473 | A FAMILY TRADITION |
| Serial Number: | 78974835 | ZAMORA |
| Serial Number: | 78974783 | SIERRA |
| Serial Number: | 77369498 | MADE WITH PATRIOTIC PRIDE |
| Serial Number: | 77118882 | VIVE CON ORGULLO, ORGULLO MEXICANO |
| Serial Number: | 77118866 | HECHO CON ORGULLO MEXICANO |
| Serial Number: | 77358629 | V&V SUPREMO CHIQUI |

CH \$815.00 2547216

| | | |
|----------------------|----------|---|
| Serial Number: | 77355910 | V&V SUPREMO CHICO |
| Serial Number: | 77447708 | FRESQUIYO |
| Serial Number: | 77447726 | QUESIYO |
| Serial Number: | 77458491 | CHORIZIYO |
| Serial Number: | 77489871 | DISFRUTE LA DIFERENCIA ENJOY THE DIFFERENCE |
| Serial Number: | 77489897 | V V&V SUPREMO |
| Serial Number: | 77609615 | QUESOVILLA |
| Registration Number: | 2876481 | QUESERIA CARIBE |
| Registration Number: | 2520381 | ZAMORA |
| Registration Number: | 2066886 | AGRI-CREM |
| Registration Number: | 2020442 | DEL CARIBE |
| Registration Number: | 1928829 | V & V SUPREMO |
| Registration Number: | 1519982 | SIERRA |
| Registration Number: | 1426692 | CHIHUAHUA |
| Serial Number: | 76633439 | RANCHERITO |
| Registration Number: | 3383674 | AY CHIHUAHUA |
| Registration Number: | 2996850 | DISFRUTE LA DIFERENCIA ENJOY THE DIFFERENCE |
| Registration Number: | 2072917 | SUPREMO |

CORRESPONDENCE DATA

Fax Number: (312)876-1155
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-627-2482
Email: gsegal@dykema.com
Correspondent Name: Gary P. Segal, Dykema Gossett PLLC
Address Line 1: 10 South Wacker Drive
Address Line 2: Suite 2300
Address Line 4: Chicago, ILLINOIS 60606

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 103589/0002 |
| NAME OF SUBMITTER: | Gary P. Segal |
| Signature: | /GaryPSegal/ |
| Date: | 01/16/2009 |

Total Attachments: 5
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SHORT FORM TRADEMARK SECURITY AGREEMENT

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of January 9, 2009, is by V & V SUPREMO FOODS, INC., an Illinois corporation (the "Grantor"), in favor of MB FINANCIAL BANK, N.A., a national banking association (the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into that certain Loan and Security Agreement dated as of January 9, 2009 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which the Lender has agreed to make loans to the Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Lender and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and


(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.


Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and 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, 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 executed and delivered by its duly authorized officer as of the date first set forth above.

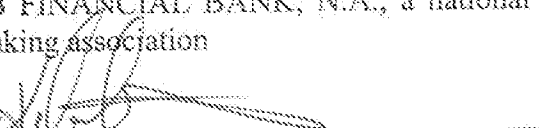
V & V SUPREMO FOODS, INC., an Illinois corporation

By: 
Gilberto Villaseñor, Vice-President-Marketing

By: 
Philip Villaseñor, Vice-President-Manufacturing

Acknowledged:

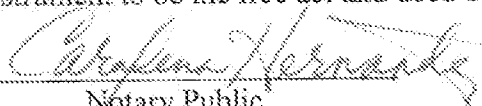
MB FINANCIAL BANK, N.A., a national banking association

By: 
Its: First Vice President

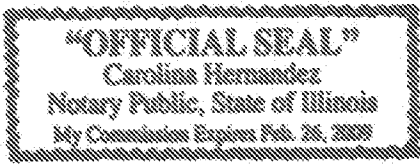
ACKNOWLEDGEMENT OF GRANTOR

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On this 9 day of January before me personally appeared Gilberto Villaseñor and Philip Villaseñor, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of V & V SUPREMO FOODS, INC., who being by me duly sworn did depose and say that they are authorized officers of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that they acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

| Mark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--|------------------------------|-------------------------------|---------------------|----------------------|
| V&V | 76/261,646 | 2,547,216 | 23 MAY 01 | 12 MAR 02 |
| LOS REYES | 78/883,982 | | 15 MAY 06 | |
| LITTO | 78/895,534 | | 30 MAY 06 | |
| CHICO | 78/895,531 | | 30 MAY 06 | |
| FIESTA MEXICANA | 78/883,968 | | 15 MAY 06 | |
| ZAMOEA | 78/974,792 | | 14 SEPT 06 | |
| FRESCO-FRESCO | 77/002,586 | | 19 SEPT 06 | |
| A FAMILY TRADITION | 77/369,473 | | 1 NOV 08 | |
| ZAMORA AND DESIGN | 78/974,835 | | 14 SEPT 06 | |
| SIERRA | 78/974,783 | | 14 SEPT 06 | |
| MADE WITH PATRIOTIC PRIDE | 77/369,498 | | 1 NOV 08 | |
| VIVE CON ORGULLO, ORGULLO MEXICANO | 77/118,882 | | 28 FEB 07 | |
| HECHO CON ORGULLA MEXICANO | 77/118,866 | | 28 FEB 07 | |
| V&V SUPREMO CHIQUI | 77/358,629 | | 21 DEC 07 | |
| V&V SUPREMO CHICO | 77/355,910 | | 19 DEC 07 | |
| FRESQUIYO | 77/447,708 | | 14 APRIL 08 | |
| QUESIYO | 77/447,726 | | 14 APRIL 08 | |
| CHORIZIYO | 77/458/49 | | 25 APRIL 08 | |
| DIFRUTE LA DIFERENCIA ENJOY THE DIFFERENCE | 77/489,871 | | 3 JUNE 08 | |

| Mark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--|------------------------------|-------------------------------|---------------------|----------------------|
| V&V SUPREMO AND DESIGN | 77/489,897 | | 3 JUNE 08 | |
| QUESOVILLA | 77/609,615 | | 7 NOV 08 | |
| V & V SUPREMO FOODS V. Wisconsin Cheese Group, Inc.— against mark: "QUESARIA CARIBE" | can-92044301 | 2,876,481 | 15 APRIL 03 | |
| ZAMORA | 75/093,832 | 2,520,381 | 25 APRIL 96 | 18 DEC 01 |
| AGRI-CREM | 75/093,831 | 2,066,886 | 25 APRIL 96 | 3 JUNE 97 |
| DEL CARIBE | 74/720,759 | 2,020,442 | 18 AUG 95 | 3 DEC 96 |
| V & V SUPREMO & DESIGN | 74/244,785 | 1,928,829 | 10 FEB 92 | 24 OCT 95 |
| SIERRA | 73/588,469 | 1,519,982 | 17 MAR 86 | 1 OCT 89 |
| CHIHUAHUA | 73/580,616 | 1,426,692 | 31 JAN 86 | 27 JAN 87 |
| RANCHERITO | | 4446 | | 23 OCT 02 |
| RANCHERITO | | 89799 | 8 NOV 02 | |
| RANCHERITO | | 2002-0369 | | 12 JUL 02 |
| RANCHERITO | | 89272 | | 11 JUL 02 |
| RANCHERITO | | 3924 | | 15 JUL 02 |
| QUESO RANCHERITO | | 45008 | | 9 AUG 76 |
| CREMA RANCHERITO | | 50879 | | 28 JAN 82 |
| RANCHERITO | 76/633,439 | | 16 MAR 05 | |
| AY CHIHUAHUA | 76/605,975 | 3,383,674 | 5 AUG 04 | 19 FEB 08 |
| DISFRUTE LA DIFFERENCIA ENJOY THE DIFFERENCE | 76/605,704 | 2,996,850 | 5 AUG 04 | 20 SEPT 05 |
| SUPREMO | 74/395,109 | 2,072,917 | 27 MAY 93 | 24 JUNE 07 |