

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		removal of security interest filed against incorrect trademark reel frame 3920/0896	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MB Financial Bank, N.A.		01/09/2009	national banking association: ILLINOIS
RECEIVING PARTY DATA			
Name:	V & V Supremo Foods, Inc.		
Street Address:	2141 S. Throop Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60608		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2876481	QUESERIA CARIBE	
CORRESPONDENCE DATA			
Fax Number:	(612)642-8331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-672-8331		
Email:	john.provo@maslon.com		
Correspondent Name:	John W. Provo c/o Maslon et al		
Address Line 1:	90 S. 7th St., 3300 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	20022332		
NAME OF SUBMITTER:	John W. Provo		
Signature:	/John W. Provo/		

OP \$40.00 2876481

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**TRADEMARK
 REEL: 004118 FRAME: 0194**

Date:

12/21/2009

Total Attachments: 9

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECLARATION

I, Walt Oldham, hereby declare that:

1. I am the Chief Financial Officer of Wisconsin Cheese Group, Inc. (the "Applicant"), with firsthand knowledge of the truth of the statements in the application and have the authority to sign this Declaration.

2. Applicant owns registration number 2,876,481 for the mark "QUESERIA CARIBE."

3. On January 16, 2009, V & V Supremo Foods, Inc. incorrectly filed a document recorded at reel frame 3920/0896 purporting to grant a security interest in the subject registration to MB Financial Bank, N.A. V & V Supremo Foods, Inc. does not own the trademark symbolized by this registration.

4. On September 2, 2009 and September 30, 2009, an email and correspondence was sent to Gary P. Segal, Esq. of Dykema Gossett PLLC, the correspondent of this filing, requesting removal of this assignment. To date, a correction has not been filed.

For reasons set forth above, the Applicant now requests that the assignment of a security interest recorded at reel/frame 3920/0896 be removed from the record.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that the facts set forth in this application are true; all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

DATED: 12/16, 2009

WISCONSIN CHEESE GROUP, INC.


Walt Oldham, Chief Financial Officer

TRADEMARK ASSIGNMENT

Electronic 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

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TRADEMARK
 REEL: 004118 FRAME: 0197
 TRADEMARK 0896

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)878-1155
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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TRADEMARK
REEL: 003208 FRAME: 0898
TRADEMARK
REEL: 004118 FRAME: 0199

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.

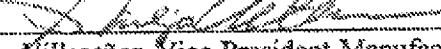
Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies 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.

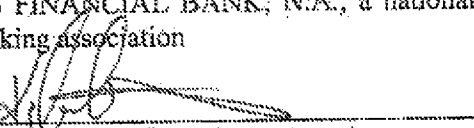
V & V SUPREMO FOODS, INC., an Illinois corporation

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

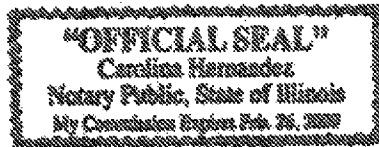
ACKNOWLEDGEMENT OF GRANTOR

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	78/893,534		30 MAY 06	
CHICO	78/895,531		30 MAY 06	
FIESTA MEXICANA	78/883,958		15 MAY 06	
ZAMORA	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 DIFERENCIA 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