

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
Marlen International, Inc.		12/31/2009	CORPORATION: DELAWARE
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:	banking corporation: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74580578	OPTI	
Serial Number:	73764285	VARI-KUT	
Serial Number:	77108662	SMART BALANCE	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00253		
NAME OF SUBMITTER:	Marta S. Levine		

CH \$90.00 74580578

900151960

**TRADEMARK
 REEL: 004130 FRAME: 0176**

Signature:	/MartaLevine/
Date:	01/12/2010
Total Attachments: 6 source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&I#page1.tif source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&I#page2.tif source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&I#page3.tif source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&I#page4.tif source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&I#page5.tif source=ConfirmatoryAssignmentOfSecurityInterestInUSPatentsTMandCR_MarlenInternational_M&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 December 31, 2009, by and from MARLEN INTERNATIONAL, INC. (the "Assignor"), a Delaware corporation, whose principal address is c/o Pfingsten Partners, L.L.C., 300 N. LaSalle Street, Suite 5400, Chicago, IL 60654, to and in favor of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Marlen International, Inc., a Delaware corporation (the "Borrower"), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially 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 or pending 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 or pending 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) Definitions. 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, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to

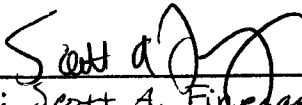
the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date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

- (c) The rights and remedies of Assignee and the Lenders 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 Pages Follow)

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

MARLEN INTERNATIONAL, INC.

By: 
Name: Scott A. Finegan
Title: Vice President & Secretary

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

TRADEMARK
REEL: 004130 FRAME: 0180

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

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Trademark:

Registrations:

<i>MARK (LOGO)</i>	<i>APP. NO</i>	<i>APP. DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>STATUS</i>
Opti	74/580,578	09/30/1994	2,107,564	10/21/1997	Renewed
Vari-kut	73/764,285	11/17/1988	1,549,832	08/01/1989	Renewed

Applications:

Mark (Logo)	Application Number	Application Date
Smart balance	77/108,662	02/15/2007

Patents:

Registrations:

Patent Description	Date of Filing	Patent Number	Date of Issuance	Status
Apparatus and method for canning food products	6/7/1990	5,041,297	8/20/1991	Active
Automatic food slicing machine	4/29/1992	5,271,304	12/21/1993	Active
Machine for inserting a sized portion of a food product into a container	12/8/1993	5,401,156	3/28/1995	Active
Three dimensional automatic food slicer	5/17/1993	5,410,954	5/2/1995	Active

Patent Description	Date of Filing	Patent Number	Date of Issuance	Status
Dicing machine	2/25/1994	5,425,307	6/20/1995	Active
Multi-lane extended product transfer filling machine	5/22/1995	5,570,562	11/5/1996	Active
Cooked meat pulling apparatus	2/5/1997	5,775,986	7/7/1998	Active
Three dimensional automatic food slicer	1/25/1995	5,784,937	7/28/1998	Active
Food product handling machine	2/4/2002	6,711,877	3/30/2004	Active
Metal detectable elastomeric material for piston seals	6/10/1999	6,113,482	9/5/2000	Active
Quick clean-up dual piston pump	8/19/1994	5,553,985	9/10/1996	Active
Dual-piston pump apparatus	11/7/1994	5,479,847	1/2/1996	Active
Food pump	9/2/1994	5,464,338	11/7/1995	Active
Twin Piston Pump	09/09/1994	D369,510	05/07/1996	Active
Conveyor belt	7/6/1995	5,641,055		Active

Applications:

Patent Description	Application Date	Application Number
Knife shaft assembly stabilizing system	10/4/2007	11/867,613
Method for portioning and depositing ground tobacco	2/27/2008	12/038646
Dual damper control apparatus and method	6/22/2007	11/767,403
Lift assist system for manufacture of	12/15/2006	11/611,561

Patent Description	Application Date	Application Number
linked food products		
A method and apparatus for elongated meat products without casing	2/13/2009	61/152756
A method and apparatus for production of elongated meat products without casings	7/2/2009	61/222765
Bladder sealed doors for thermal proceeding cabinets	2/12/2009	61/159725
Thermal processing cabinet with monolithic floor	3/3/2009	12/396697
A method and apparatus for production of elongated meat products without casings	<i>Not yet filed</i>	

Copyrights:

None.