

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cuisine Innovations, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability co.
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 2, 2003

2. Name and address of receiving party(ies)

Name: Saveur Food Group, LLC

Internal

Address: _____

Street Address: 6580 Allison Road

City: Miami State: FL Zip: 33141

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability co.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
78/284,002

B. Trademark Registration No.(s)
2,238,223

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lora A. Moffatt

Internal Address: Salans

Street Address: Rockefeller Center

620 Fifth Avenue

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1628

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lora A. Moffatt
Name of Person Signing


Signature

12/30/03
Date

Total number of pages including cover sheet, attachments, and document **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$365.00 501628 78284002

SCHEDULE A

Trademark	Reg. Date/Filing Date	Reg. No./App. No.	Classes
Cohen's Famous & Design	3/23/1999	2,233,462	29, 30
Cohen's Wilton	3/18/2003	2,697,391	29, 30
For Black Tie. Blue Jeans. Or in Between.	1/29/2002	2,534,560	29, 30
Mrs. Weinberg's	10/3/1995	1,923,857	29
Restauranic	8/13/02	2,607,435	29, 30
The Difference is in the Details	10/23/2001	2,500,812	29, 30
When Your Reputation Depends On it	1/29/02	2,534,561	29, 30
Casino Chef	8/6/2003	78/283,956	29, 30
Barney's	5/24/1983	1,239,600	29
Barney's	5/15/1984	1,278,218	30
Barney's The Hors D'Oeuvre People	5/24/1983	1,239,601	29
The Hors D'Oeuvre Tray	6/26/1984	1,283,865	29

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made as of this 2nd day of December, 2003, by and between Saveur Food Group, LLC, a Delaware limited liability company ("Assignee"), and Cuisine Innovations, LLC, a Delaware limited liability company (the "Assignor").

W I T N E S S E T H

WHEREAS, pursuant to a certain Subordinated Secured Promissory Note of even date herewith (the "Note") between Assignee and Assignor, Assignee has made a certain loan to Assignor; and

WHEREAS, the Note contemplates the grant to Assignee of a security interest in certain of the Assignor's intellectual property;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Assignor's obligations under the Note, and any additional obligations that the Assignor may incur to the Assignee (together with Assignor's obligations under the Note, the "Obligations"), the Assignor hereby grants to the Assignee a security interest, effective immediately, in the Assignor's entire right, title and interest in and to all of its trademarks, service marks, trademark registrations, service mark registrations, trademark and service mark applications, tradenames, trade dress, logos and company names including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and all renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under all trademarks and trademark applications, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing trademarks, service marks, trademark registrations, service mark registrations, trademark and service mark applications, tradenames, trade dress, logos and company names are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

2. Perfection of Security Interest. Assignor shall execute and deliver to Assignee a sufficient quantity of financing statements, in order to perfect Assignee's security interests in the Trademarks, and Assignee shall have the right to execute any such financing statements on Assignor's behalf. Assignee shall have the further right to record such financing statements in any jurisdiction that Assignee deems appropriate to protect the security interests in the Trademarks, including without limitation the United States Patent and Trademark Office. Assignor shall cooperate and take all actions that may be necessary or convenient to assist Assignee in perfecting the security interests in the Trademarks including the execution and delivery of any documents reasonably requested by Assignee. In the event that any re-recording of any financing statement may be required to continue the perfection of the security interests in the Trademarks, such as continuation statements, Assignor shall duly execute and deliver any

such financing statement as requested by Assignee, and Assignee shall have the right to execute any such financing statements on Assignor's behalf.

3. Event of Default. Upon the occurrence of an Event of Default under the Note and/or a default in payment when due of any principal or interest under any of the other Obligations, and so long as such Event of Default or other default is continuing, Assignee may exercise all of the rights of a secured party with respect thereto, and without limitation may collect, receive, appropriate and realize upon the Trademarks, or any part thereof, and/or may sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Trademarks or any part thereof (or contract to do any of the foregoing), in one or more groupings at public or private sale or sales, at any exchange, broker's board or office of Assignee or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Assignee shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Trademarks so sold, free of any right or equity of redemption in Assignor, which right or equity is hereby waived or released. Assignee shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Trademarks or in any way relating to the Trademarks or the rights of the hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, and only after such application and after the payment by Assignee of any other amount required by any provision of law, need Assignee account for the surplus, if any, to Assignor. Any such payment shall be applied first to interest and then to principal. Assignor shall remain obligated to pay any outstanding principal or interest under the Obligations remaining after any proceeds of the Trademarks or the sale thereof shall have been applied thereto. To the extent permitted by applicable law, Assignor waives all claims, damages and demands it may acquire against Assignee arising out of the exercise by Assignee of any of its rights hereunder. If any notice of a proposed sale or other disposition of Trademarks shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

4. General.

(a) This Agreement shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee and its respective successors and assigns.

(b) This Agreement may not be amended or modified except in a writing signed by Assignor and Assignee. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall be unaffected thereby.

(c) Assignor waives diligence, demand, presentment, protest and all other demands and notices of any kind (other than as expressly set forth herein), consents to any renewals, extensions, and partial payments of this Agreement or the indebtedness for which it is given without notice to it and agrees that no such renewal, extension or partial payment shall

PAUL BENSABAT

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discharge Assignor from liability hereon in whole or in part (except to the extent of such partial payments).


(d) No failure or delay on the part of Assignee or any other holder of this Agreement to exercise any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

5. Applicable Law; Severability. This Agreement shall be governed by and construed in accordance with all of the provisions of the Delaware uniform commercial code and by the other internal laws (as opposed to conflicts of law provisions) of the state of Delaware, except for the perfection and enforcement of security interests and liens in other jurisdictions, which shall be governed by the laws of those jurisdictions or, as applicable, by the laws of the United States of America. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CUISINE INNOVATIONS, LLC

SAVEUR FOOD GROUP, LLC

By: 
Name: Paul BENSABAT
Title: Chairman

By: _____
Name:
Title:

FROM : PAUL BENSABAT
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FAX NO. : 305 8673887
212 632 5555

Dec. 23 2003 04:13PM P1

discharge Assignor from liability hereon in whole or in part (except to the extent of such partial payments).

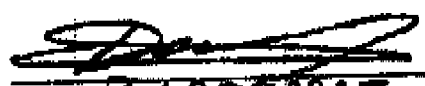
(e) No failure or delay on the part of Assignee or any other holder of this Agreement to exercise any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

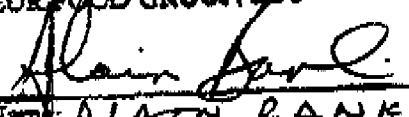
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CUISINE INNOVATIONS, LLC

SAVEUR FOOD GROUP, LLC

By: 
Name: Paul BENSABAT
Title: Chairman

By: 
Name: ALAIN BANKIER
Title: PARTNER

SCHEDULE A

Trademark	Reg. Date/Filing Date	Reg. No./App. No.	Classes
Casino Chef Hors D'oeuvres & Design	4/13/1999	2,238,223	29, 30
Cohen's Famous & Design	3/23/1999	2,233,462	29, 30
Cohen's Wilton	3/18/2003	2,697,391	29, 30
For Black Tie. Blue Jeans. Or in Between.	1/29/2002	2,534,560	29, 30
Mrs. Weinberg's Restauranic	10/3/1995 8/13/02	1,923,857 2,607,435	29 29, 30
The Difference is in the Details	10/23/2001	2,500,812	29, 30
When Your Reputation Depends On it	1/29/02	2,534,561	29, 30
Cohen's	8/6/2003	78/284,002	29, 30
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The Hors D'Oeuvre Tray	6/26/1984	1,283,865	29
DFG Foods	-----	-----	----
Wilton	-----	-----	----
Wilton Foods	-----	-----	----
Hoff Foods	-----	-----	----
Misc. Design	5/24/1983	1,239,602 (Expired)	29