

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Border Foods, Inc.		11/17/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	French Bank: FRANCE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76376776	JALAPENO ZERO
Serial Number:	78238036	TRES HERMANAS

CORRESPONDENCE DATA

Fax Number: (646)848-5329

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-5329

Email: jlik@shearman.com

Correspondent Name: Tamara L. Hrivnak

Address Line 1: 599 Lexington Avenue

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

590/120

NAME OF SUBMITTER:

James H. Lik

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated November 17, 2003, is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of BNP Paribas, as agent (the "***Administrative Agent***") for the Secured Parties (as defined in the Amended and Restated Credit Agreement referred to below).

WHEREAS, Border Foods, Inc., a Texas corporation, (the "***Borrower***") has entered into a Credit Agreement originally dated as of September 14, 2000 (said Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, being the "***Existing Credit Agreement***") with the Lender Parties, Credit Agricole Indosuez, as Syndication Agent, LaSalle Bank National Association, as Documentation Agent and BNP Paribas, as Initial Issuing Bank, Swing Line Agent and Administrative Agent (each as defined therein).

WHEREAS, pursuant to the Existing Credit Agreement, the Borrower and the Grantors entered into the Security Agreement originally dated as of September 14, 2000 (said Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, being the "***Existing Security Agreement***") with the Administrative Agent for the benefit of the Secured Parties and that certain Intellectual Property Security Agreement dated as of September 14, 2000 (said Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, being the "***IP Security Agreement***")

WHEREAS, the Borrower, the Administrative Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement in its entirety and have entered into an Amended and Restated Credit Agreement dated as of November 17, 2003 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "***Credit Agreement***").

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated November 17 2003 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "***Additional Collateral***"):

(i) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "***Trademarks***");

(ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Conflict. In the event of any conflict between this Intellectual Property Security Agreement Supplement and either the Security Agreement or the Intellectual Property Security Agreement, the Security Agreement or the Intellectual Property Security Agreement, respectively, shall control.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORDER FOODS, INC.

By M.S. MacKenzie
Name: NS MacKenzie
Title: CEO

Address for Notices:
4065 J. Street
Deming, NM 88030

SCHEDULE A

Border Foods, Inc.

TRADEMARKS

76/376,776	Jalapeno Zero	United States	2/28/2002	Pending	N/A
78/238,036	Tres Hermanas	United States	4/15/2003	Pending	N/A

IPSA Supplement