

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Latin Food Group Inc.		03/12/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Salem Capital Partners, LP
Street Address:	2410 Paces Ferry Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76540303	EL PURO
Serial Number:	76540301	LA PURA

CORRESPONDENCE DATA	
Fax Number:	(404)572-5149
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404.572.2461
Email:	dcorey@kslaw.com
Correspondent Name:	King & Spalding LLP
Address Line 1:	191 Peachtree Street
Address Line 2:	Attn: Deborah Corey
Address Line 4:	Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Deborah Corey
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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 12, 2004, executed by LATIN FOOD GROUP INC, a Florida corporation ("Grantor"), in favor of SALEM CAPITAL PARTNERS, LP, (the "Investor"). Capitalized terms used in this Agreement shall have the meanings set forth in that certain Investment Agreement, dated as of the date hereof by and among Investor, Grantor and certain Subsidiaries of Grantor signatory thereto.

WITNESSETH:

WHEREAS, pursuant to the Investment Agreement, the Investor has agreed to make certain financial accommodations to the Borrower;

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into an Investment Agreement (the "Investment Agreement"; capitalized terms used in this Agreement shall have the meanings set forth in the Investment Agreement unless specifically defined herein), pursuant to which Grantor has granted to Investor, a continuing security interest in, among other things, the Intellectual Property Rights (as defined in the Investment Agreement), including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Obligations; and

WHEREAS, it is a condition precedent to the Investment Agreement that Grantor grant to Investor a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, the use of which would qualify as trademark use under the trademark law of the United States or any state in which used, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations (as such term is defined in the Investment Agreement), Grantor hereby grants and conveys a security interest to Investor in all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or acquires rights during the term of this Agreement (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or during the term of this Agreement held by Grantor or in which Grantor now has or during the term of this Agreement acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Investor with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Investment Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Investment Agreement. At any time and from time to time prior to such termination, Investor may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Investor shall, at the expense of Grantor, execute and deliver to Grantor documents Grantor may reasonably request (but without recourse or warranty by Investor) in order to evidence such termination.

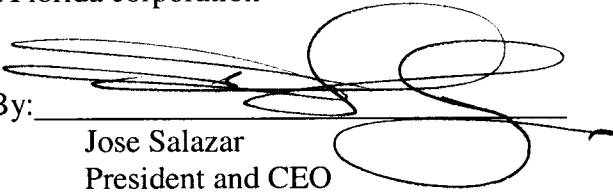
5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Investment Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Investor to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) Investor shall not have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Investment Agreement, (b) Grantor shall forthwith advise Investor promptly in writing upon detection of infringements of any of the Property being used in Grantor's business and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Investor may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Investor for all reasonable expenses incurred by Investor by reason of Grantor's failure to take any of the actions set forth in section 6(a), including attorneys' fees, actually incurred by Investor in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

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

LATIN FOOD GROUP INC.
a Florida corporation

By: 
Jose Salazar
President and CEO

SALEM CAPITAL PARTNERS, LP
a North Carolina limited partnership

By: VCS MANAGEMENT, LLC, its General
Partner

By: _____
W. Spalding White, Jr.
Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

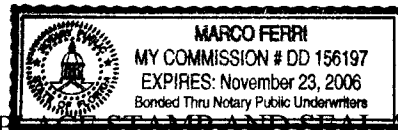
**TRADEMARK
REEL: 002811 FRAME: 0587**

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

On the 12th day of March, 2004, before me personally came Jose Salazar, who is personally known to me to be the President and CEO of LATIN FOOD GROUP INC., a Florida corporation; who, being duly sworn, did depose and say that she/he is the President and CEO of such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



(PLACE STAMP AND SEAL ABOVE)

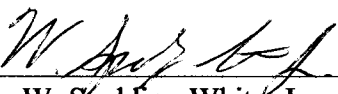
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LATIN FOOD GROUP INC.
a Florida corporation

By: _____
Jose Salazar
President and CEO

SALEM CAPITAL PARTNERS, LP
a North Carolina limited partnership

By: VCS MANAGEMENT, LLC, its General
Partner

By:  _____
W. Spalding White, Jr.
Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

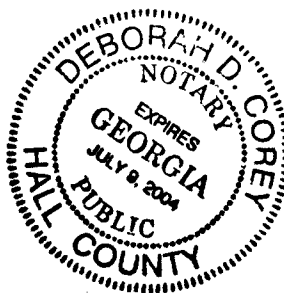
STATE OF *Georgia*)
) ss
COUNTY OF *Fulton*)

On the 12th day of March, 2004, before me personally came W. Spalding White, Jr., who is personally known to me to be the Director of VCS MANAGEMENT, LLC, the General Partner of SALEM CAPITAL PARTNERS, LP, a North Carolina limited partnership; who, being duly sworn, did depose and say that she/he is a Director in such limited liability company, the limited liability company described in and which executed the foregoing instrument on behalf of the limited partnership; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company on behalf of the limited partnership.

Deborah D. Corey

Notary Public

(PLACE STAMP AND SEAL ABOVE)



Trademark and Service Mark Registrations

Schedule I

<u>Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
EL PURO	76540303	August 26, 2003
LA PURA	76540301	August 26, 2003