

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
Burns & Ricker, Inc.		03/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2648277	COFFEE BREAK
Registration Number:	2634213	NEW YORK STYLE COFFEE BREAK
Registration Number:	2584682	BURNS & RICKER CRISPINI
Registration Number:	2349093	PANETINI
Registration Number:	1562411	PITA CRISPS
Registration Number:	1484475	CLASSIC TUSCANNY TOAST
Registration Number:	1456716	BURNS & RICKER
Registration Number:	1515619	NEW YORK STYLE
Registration Number:	1306252	BAGEL CRISPS

CORRESPONDENCE DATA

Fax Number: (312)863-7442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3863
 Email: mary.schmidt@goldbergekohn.com
 Correspondent Name: Mary A. Schmidt
 Address Line 1: 55 E. Monroe Street, Suite 3700

OP \$240.00 2648277

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

5125.072

NAME OF SUBMITTER:

Mary A. Schmidt

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of March, 2004 by Burns & Ricker, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Nonni's Food Company, Inc., a Florida corporation ("Borrower") and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, pursuant to a certain Guaranty of even date herewith (as the same by be amended or otherwise modified from time to time, the "Guaranty") executed by each of Grantor and Nonni's Acquisition Co., Inc. in favor of Agent and Lenders, Grantor has guaranteed the full and prompt payment when due of all Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and Grantor under the Guaranty;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

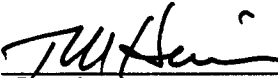
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark.

[signature page follows]

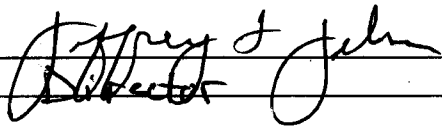
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BURNS & RICKER, INC., as Grantor

By: 
Its: President

Agreed and Accepted
As of the Date First Written Above:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Its: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

TRADEMARK DESCRIPTION	REGISTRATION NO.	DATE REGISTERED
Coffee break	11/12/02	2648277
New York style coffee break	10/15/02	2634213
Burns & Ricker Crispini	6/25/02	2584682
Panetini	5/9/00	2349093
Pita Crisps	10/24/89	1562411
Classic Tuscany Toast	4/12/88	1484475
Burns & Ricker	9/8/87	1456716
New York Style	12/6/88	1515619
Bagel Crisps	11/20/84	1306252

TRADEMARK APPLICATIONS

None	