

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
Blue Ribbon, LP		12/31/2003	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LaSalle Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	206447	
Registration Number:	2064470	BLUE RIBBON BRAND
Registration Number:	2459977	BLUE RIBBON BRAND TEXAS TRADITIONS CO.

CORRESPONDENCE DATA	
Fax Number:	(312)863-7442
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-3863
Email:	mary.schmidt@goldbergkohn.com
Correspondent Name:	Mary A. Schmidt
Address Line 1:	55 E. Monroe Street, Suite 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.017
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NAME OF SUBMITTER:	Mary A. Schmidt
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Total Attachments: 3

OP \$90.00 206447

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**REAFFIRMATION AND AMENDMENT
(Trademark Security Agreement)**

Recitals

A. Prefco Corp. ("Old Prefco") and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as agent ("Agent") are parties to that certain Trademark Security Agreement, dated as of November 20, 2002 (the "Security Agreement").

B. Atlantic Premium Brands, Ltd., Carlton Food Products, LP, Blue Ribbon, LP ("New Prefco"), Richards Cajun Foods Corp., Potter Sausage Co. (collectively, "Borrowers"), Agent, and the lenders party thereto have entered into that certain Amended and Restated Credit Agreement dated as of December 31, 2003 (as the same may be amended, amended and restated or otherwise modified from time to time, and including any and all renewals and extensions thereof, the "Amended and Restated Credit Agreement").

C. Old Prefco and New Prefco are required to execute and deliver this Reaffirmation and Amendment pursuant to the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Reaffirmation and Amendment shall have the meanings ascribed thereto in the Security Agreement.

2. Agreements. The parties hereto agree that the Security Agreement shall be, and hereby is, amended as follows:

(i) The defined term "Credit Agreement" as used in the Security Agreement is hereby amended to mean the Amended and Restated Credit Agreement.

(ii) The defined term "Security Agreement" as used in the Security Agreement is hereby amended to mean the Amended and Restated Security Agreement dated as of December 31, 2003 by Borrowers in favor of Grantee.

(iii) The defined term "Grantor" as used in the Security Agreement is amended to mean New Prefco.

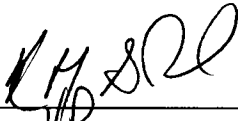
3. Assumption. New Prefco has assumed all of the obligations and liabilities of Old Prefco under the Security Agreement and New Prefco hereby reaffirms the grant of a security interest in the Trademark Collateral to Grantee.

Except as set forth above, the Security Agreement shall remain unmodified and in full force and effect. New Prefco, as Grantor, hereby (i) reaffirms its obligations and liabilities under the Security Agreement, as amended hereby, and (ii) reaffirms Grantor's representations and warranties contained in the Security Agreement with the same effect as if such representations were made on the date hereof.

2003.

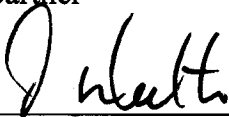
This Reaffirmation and Amendment is dated as of the 31st day of December,

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


By 
Title _____

BLUE RIBBON, LP

By: PREFCO CORP.,
its sole general partner

By 
Title CEO

PREFCO CORP.

By 
Title CEO