

**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
STREMICKS HERITAGE FOODS, LLC		07/07/2004	Limited Liability Company: DELAWARE
KERNS BEVERAGES, LLC		07/07/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Agent
Street Address:	350 S. Beverly Drive, Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	78240457	NECTARCITOS KERNS
Registration Number:	892137	KERN'S
Registration Number:	1407838	KERN'S
Registration Number:	2628324	STREMICKS HERITAGE FOODS
Registration Number:	2681274	STREMICKS HERITAGE FOODS

CORRESPONDENCE DATA	
Fax Number:	(202)371-5950
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 216-8602
Email:	eanderson@winston.com
Correspondent Name:	Allan A. Fanucci
Address Line 1:	1400 L Street, N.W.
Address Line 2:	Patent Department
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 78240457

ATTORNEY DOCKET NUMBER:

250022.00006

NAME OF SUBMITTER:

Elizabeth Anderson

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 7, 2004, by STREMICKS HERITAGE FOODS, LLC, a Delaware limited liability company ("Stremicks"), and KERNS BEVERAGES, LLC, a Delaware limited liability company ("Kerns") (Stremicks and Kerns being referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### RECITALS

A. Pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors.

B. Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement").

C. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

### AGREEMENT

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[signature page follows]*

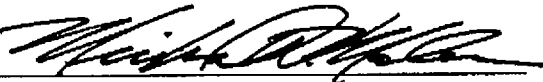
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**“Grantors”**

STREMICKS HERITAGE FOODS, LLC

By:   
Michael W. Malone  
Chief Financial Officer

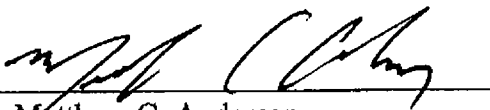
KERNS BEVERAGES, LLC

By:   
Michael W. Malone  
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**“Agent”**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Matthew C. Anderson  
Duly Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

**REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>ISSUE DATE</b>	<b>OWNER</b>
Kern's	892,137	06/02/70	Kerns
Kern's	1,407,838	09/02/86	Kerns
Stremicks Heritage Foods	2,628,324	10/01/02	Stremicks
Stremicks Heritage Foods	2,681,274	01/28/03	Stremicks

**APPLICATIONS**

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>DATE FILED</b>	<b>OWNER</b>
NECTARCITOS KERNs	78-240457	04/22/03	Kerns