

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
The El Paso Chile Company		08/12/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Business Alliance Capital Corp.
Street Address:	214 Carnegie Center, Suite 302
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	78159266	BAR-B-Q 101
Registration Number:	2778552	SMOKE SIGNALS
Registration Number:	1552160	SNAKEBITE SALSA
Registration Number:	1864861	SMOKE SIGNALS

CORRESPONDENCE DATA	
Fax Number:	(214)978-4362
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-855-7571
Email:	docketing@munsch.com
Correspondent Name:	Marc A. Hubbard
Address Line 1:	Munsch Hardt Kopf & Harr, P.C.
Address Line 2:	1445 Ross Avenue, Suite 4000
Address Line 4:	Dallas, TEXAS 75202-2790

ATTORNEY DOCKET NUMBER:	6898.5 EL PASO CHILE CO.
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NAME OF SUBMITTER:	Kelly S. Herron
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CH \$115.00 78159266

Total Attachments: 6

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COLLATERAL ASSIGNMENT
(Security Agreement)

WHEREAS, The El Paso Chile Company, a Texas corporation ("Assignor"), located and doing business at 909 Texas Avenue, El Paso, Texas, 79901, is the owner of the patents (the "Patents"), trademarks, trade dress, servicemarks and trade names (the "Trademarks"), listed on Exhibit A hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, Business Alliance Capital Corp. a Delaware corporation, ("Assignee"), located and doing business at 214 Carnegie Center, Suite 302, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor and, Assignee and Assignor have entered into, among others, a Loan and Security Agreement dated the date hereof (the "Loan Agreement"); and

WHEREAS, in order to secure Assignor's Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor as security for the full payment and performance of the Obligations, and to evidence further the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks.
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Assignor (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;
- (f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;
- (g) all Trademarks, Trademark registrations, and applications for registration of Trademarks;
- (h) all of Assignors' trade secrets, including without limitation, formulae, processes, compounds, methods, know-how, and other information ("Trade Secrets"); and
- (i) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (h) above.

All of the foregoing items set forth in clauses (a) through (i) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee does not have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral. Assignee has no obligation to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor will maintain in full force and effect, and, if permitted renew the Patents and Trademarks, and will take all reasonable action to stop the infringement or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, or to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in, the Loan Agreement shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and defined in, the Loan Agreement shall occur and is not cured within any grace or cure period provided for therein, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the patents. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) under the Collateral, including the right to grant, sub-licenses any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.


9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 12th day of August, 2004.

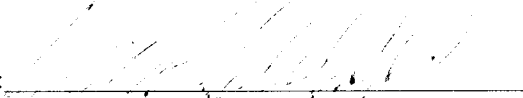
Assignor
The El Paso Chile Company

ATTEST:

K White

By: 
Name: W. Park Kerr
Title: Chairman

Assignee
Business Alliance Capital Corp.

By: 
Name: W. Park Kerr
Title: Chairman

STATE OF TEXAS :
 : SS.
COUNTY OF El Paso :

Before me this 12th day of August, 2004, personally appeared the above named W. Park Kerr, to me personally known, and acknowledged to me that he is Chairman of The El Paso Chile Company, and acknowledged the foregoing instrument to be the free act and deed of said corporation.



(Seal)

A handwritten signature in cursive script, appearing to read "Grace Lynne Arnold".

STATE OF *New Jersey* :
 : SS.
COUNTY OF *Meriden* :

Before me this *17th* day of August, 2004, personally appeared the above named *Scott*, to me personally known, and acknowledged to me that he is *Scott* of Business Alliance Capital Corp., and acknowledged the foregoing instrument to be the free act and deed of said corporation.



ALAN D. WIENER
ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

(Seal)

EXHIBIT A

TRADEMARK

SERIAL NO./REGISTRATION NO.

BAR-B-Q 101	78/159,266
SMOKE SIGNALS	2,778,552
SNAKEBITE SALSA	1,552,160
SMOKE SIGNALS	1,864,861
(Registration Cancelled under Section 8 as of December 8, 2001)	