

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
Willow Brook Foods, Inc.		02/07/2002	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	75742486	THE CARVER'S STATION SLOW-ROASTED GOODNESS
Serial Number:	75916413	THE CARVER'S STATION SLOW-ROASTED GOODNESS
Serial Number:	76226924	WILLOW BROOK FARMS
Serial Number:	76005768	HARVEST PROVISIONS
Serial Number:	76226649	WILLOW BROOK
Registration Number:	1093905	WILLOWBROOK FARMS
Registration Number:	2425366	WILLOW BROOK FOODS
Registration Number:	1409658	DELI MEISTER
Registration Number:	2444442	OUR DELIGHT
Registration Number:	1598820	
Registration Number:	1259550	
Registration Number:	1268094	GRAPETOWN FARM
Registration Number:	1259549	HILLCREST
Registration Number:	1483691	HILLCREST FARMS
Registration Number:	1249168	SUNCO

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Registration Number:	0921215	SUNCO
Registration Number:	0918639	SUNDAY HOUSE
Registration Number:	1256280	
Registration Number:	1751432	SUNDAY HOUSE YOUR EVERYDAY BEST
Registration Number:	1344824	SCHWEIGERT'S SUNDAY MORNING DELIGHT
Registration Number:	1297881	SUNDAY MORNING DELIGHT
Registration Number:	1276417	TENDERBITE
Registration Number:	1364693	HICKORY HOUSE
Registration Number:	1803852	MASTER TRIM
Registration Number:	1506186	SCHWEIGERT S
Registration Number:	1266476	SCHWEIGERT MAKES IT BETTER
Registration Number:	0870975	OLD MEISTER
Registration Number:	1768779	PREMIER "99"
Registration Number:	0990299	BUTTER MOIST
Registration Number:	2499923	FUN DOG
Registration Number:	1520332	BAKE-IN-BAG
Registration Number:	1175609	FLAVOR FRESH
Registration Number:	1894210	GOURMET RECIPE
Registration Number:	2514216	THE CARVER'S STATION
Registration Number:	1249951	IE STARREX
Registration Number:	1372830	SUN VALLEY
Registration Number:	1506166	STRUTT STICK
Registration Number:	1280178	IN PERFECT STYLE

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergekohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3995.052
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 7, 2002, by WILLOWBROOK FOODS, INC., a Missouri corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the 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 Grantor;

WHEREAS, 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 Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain 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");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, 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. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 to which it is a party including those 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, without limitation, any claim by 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. 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, 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.

WILLOWBROOK FOODS, INC.

By Michael E. Briggs
Name Michael E. Briggs
Title President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By Michael J. McKay
Name Michael J. McKay
Title Duly Authorized Signatory

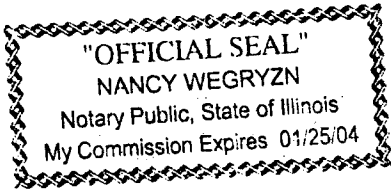
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of February, 2002 before me personally appeared Michael F. Briggs, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WillowBrook Foods, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Nancy Wegryzn
Notary Public



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS, APPLICATIONS & LICENSES

MARK	REG. NO.
Sunday House Foods (Design Only)	1598820
Sunday House Foods (Design Only)	1259550
Sunday House Foods – Grapetown Farm	1268094
Sunday House Foods – Hillcrest	1259549
Sunday House Foods – Hillcrest Farms	1483691
Sunday House Foods – Sunco (Design)	1249168
Sunday House Foods – Sunco	921215
Sunday House Foods – Sunday Hosue	918639
Sunday House Foods – (Design Only)	1249951
Sunday House Foods – (Design Only)	1256280
Sunday House Foods – Sunday House Your Everyday Best	1751432
Sunday House Foods – Sun Valley	1372830
Willow Brook Foods, Inc. – S Design for Schweigert	1506166
Willow Brook Foods, Inc. – Schweigert's Sunday Morning Delight	1344824
Willow Brook Foods, Inc. – Sunday Morning Delight	1297881
Willow Brook Foods, Inc. – Tenderbite	1276417
Willow Brook Foods, Inc. – Hickory House	1364693
Willow Brook Foods, Inc. – Master Trim	1803852
Willow Brook Foods, Inc. – Schweigert & Design	1506186
Willow Brook Foods, Inc. – Schweigert Makes It Better	1266476
Willow Brook Foods, Inc. – Old Meister	1280178
Willow Brook Foods, Inc. – Old Mister (Stylized)	870975
Willow Brook Foods, Inc. – Premier 99	1768779
Willow Brook Foods, Inc. – Butter Moist	990299
Willow Brook Foods, Inc. – Fun Dog	2499923
Willow Brook Foods, Inc. – Bake-In-Bag	1520332
Willow Brook Foods, Inc. – Flavor Fresh (stylized)	1175609
Willow Brook Foods, Inc. – Gourmet Recipe & Design	1894210
Willow Brook Foods, Inc. – The Carver's Station Slow Roasted Goodness	75/742486
Willow Brook Foods, Inc. – The Carver's Station (without Design)	2514216

MARK	REG. NO.
Willow Brook Foods, Inc. – The Carver's Station (and Design)	75/916413
Willow Brook Foods, Inc. – Willow Brook Farms (and Design)	1093905
Willow Brook Foods, Inc. – Willow Brook Foods	2425366
Willow Brook Foods, Inc. – Deli Meister	1409658
Willow Brook Foods, Inc. – Our Delight	2444442
Willow Brook Foods, Inc. – Willow Brook Farms	76/226924
Willow Brook Foods, Inc. – Harvest Provisions (and Design)	76/005768
Willow Brook Foods, Inc. – Willow Brook	76/226649