

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
Old London Foods, Inc.		01/25/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2300123	DEVONSHEER
Registration Number:	0920822	DEVONSHEER
Registration Number:	1497300	FLATS
Registration Number:	1597681	JJ FLATS
Registration Number:	0566424	MELBA ROUNDS
Registration Number:	0720082	OLD LONDON
Registration Number:	2024973	OLD LONDON
Registration Number:	2524814	OLD LONDON
Registration Number:	2358716	OLD LONDON COFFEE TOPPERS
Registration Number:	1300833	TOASTETTES
Registration Number:	0937699	WAFFIES
Registration Number:	1466472	QUALITY HEARTH

OP \$315.00 2300123

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.863.7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/26/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25th day of January, 2005 by Old London Foods, 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 Amended and Restated Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

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

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 Grantor under the Amended and Restated Credit Agreement;

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 Amended and Restated Credit Agreement and Security Agreement. The Amended and Restated 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

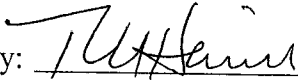
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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.

OLD LONDON FOODS, INC.

By: 
Its: _____

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: _____

[Trademark Security Agreement]

TRADEMARK
REEL: 003015 FRAME: 0788

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

OLD LONDON FOODS, INC.

By: _____
Its: _____

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: Jamara Roehm
Its: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 003015 FRAME: 0789

SCHEDULE A**TRADEMARK REGISTRATIONS**

TRADEMARK DESCRIPTION	U.S. REGISTRATION NO.	DATE REGISTERED
DEVONSHEER with design Owner = Old London	United States	Registration No. 2300123
DEVONSHEER Owner = Old London	United States	Registration No. 920822
FLATS Owner = Old London	United States	Registration No. 1497300
J.J. FLATS Stylized Owner = Old London	United States	Registration No. 1597681
MELBA ROUNDS Stylized Owner = Old London	United States	Registration No. 566424
OLD LONDON Design Owner = Old London	United States	Registration No. 720082
OLD LONDON Design Owner = Old London	United States	Registration No. 2024973
OLD LONDON Design Owner = Old London	United States	Registration No. 2524814
OLD LONDON COFFEE TOPPERS	United States	Registration No. 2358716
TOASTETTES Owner = Old London	United States	Registration No. 1300833
WAFFIES Owner = Old London	United States	Registration No. 937699

QUALITY HEARTH and design Owner = Old London	United States	Registration No. 1466472
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TRADEMARK APPLICATIONS

TRADEMARK APPLICATION DESCRIPTION	COUNTRY	U.S. APPLICATION NO.
none.		