

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
HFI Heartland Foods, Inc.		04/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2696302	APPLERAGEOUS
Registration Number:	1877824	CHEF CARLO
Registration Number:	2798424	EAT RIGHT GET SMART
Registration Number:	2881079	PB&J CUT OUTS
Registration Number:	2545053	KIDS ARE PEOPLE TOO
Registration Number:	2679135	LUNCH MUNCHIES
Serial Number:	76539559	SANDWICH XPRESS
Serial Number:	76577505	TASTY STUFFED DELIGHTS

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: penelope.johnson@kmzr.com
Correspondent Name: Penelope S. Johnson
Address Line 1: 525 W. Monroe Street

CH \$215.00 2696302

Address Line 2: Katten Muchin Zavis Rosenman
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Penelope S. Johnson

Signature: /Penelope S. Johnson/

Date: 04/24/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 21, 2005, is between HFI Heartland Foods, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and as administrative agent for the lenders referred to therein ("Lenders"), and the other "Debtors" (in addition to Debtor) parties thereto, pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein (and in the preceding recitals and preamble) are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

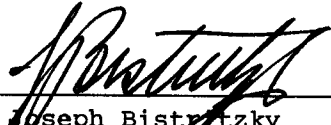
- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party 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, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HFI HEARTLAND FOODS, INC.,
a Delaware corporation

By: 
Name: Joseph Bistrzky
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: _____
Name: _____
Title: _____

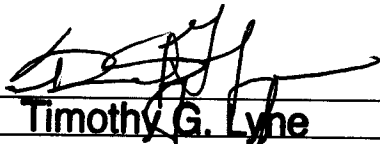
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HFI HEARTLAND FOODS, INC.,
a Delaware corporation


By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: 
Name: Timothy G. Lyhe
Title: Director

SCHEDULE 1
TRADEMARKS

Mark	Status	App/Reg No.	App/Reg Date	Goods/Services	Owner
APPLERAGEOUS	Reg.	2696302	3/11/03	Flavored applesauce for institutional use	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
CHEF CARLO	Reg.	1877824	2/07/05	Frozen pizza	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
EAT RIGHT GET SMART	Reg.	2798424	12/23/00	Institutional food services, namely, the preparation of fresh and/or frozen meals and the service of such meals in institutions	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
HFI HEARTLAND FOODS	Reg.	2881079	9/07/04	Food products, namely, peanut butter and jelly sandwiches for institutional use	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
KIDS ARE PEOPLE TOO	Reg.	2545053	3/05/02	Institutional food services, namely, the preparation and delivery of fresh and/or frozen meals to institutions and the service of such meals in institutions	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
LUNCH MUNCHIES	Reg.	2679135	1/21/03	Lunch packages, namely, luncheon meat and cheese lunch packages, namely, pita bread, cookies and candy	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.
PB&J CUT OUTS and Design 	Reg.	2679135	1/21/03	Lunch packages, namely, luncheon meat and cheese lunch packages, namely, pita bread, cookies and candy	HFI HEARTLAND FOODS, INC. 5240 St. Charles Road Berkeley, Ill.