

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
Arbor Acres Farm, Inc.		04/22/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	UBS Limited, As Secured Party		
Street Address:	1 Finsbury Avenue		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 2PP		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78489395	NICHOLAS	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-878-8000		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Melissa Schrader		
Address Line 1:	Clifford Chance US LLP		
Address Line 2:	31 West 52nd Street		
Address Line 4:	New York, NEW YORK 10019-6131		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

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NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	05/24/2005
Total Attachments: 4 source=Document46_1#page1.tif source=Document46_2#page1.tif source=Document46_3#page1.tif source=Document46_4#page1.tif	

Draft: [] April 21, 2005

**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Arbor Acres Farm, Inc. (the "Grantor") has adopted, uses and/or owns the trademarks, trade names, service marks, trademark and service mark registrations, and trademark and service mark applications listed on the annexed Schedule 1-A, (the "Trademarks"); and

WHEREAS, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business associated with or symbolized by the Trademarks, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Grantor does hereby further confirm, and put on the public record, its grant to Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations, and Secured Party hereby accepts said security interest and mortgage from Grantor.
2. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment of and grant of a security interest in the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
3. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.
4. The rights and remedies of the Secured Party with respect to the security interest in the Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Supplement to Security Agreement.

5. In the event of any conflict between the terms and provisions of this Supplement to Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

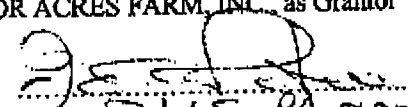
6. Subject to paragraphs 3, 4, and 5 hereof, this Supplement to Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

7. This Supplement to Security Agreement may be modified or amended only by a further agreement in writing executed by both Parties hereto.

This Supplement to Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the rights and remedies hereunder, in respect of the Collateral are governed by the law of a jurisdiction other than New York.

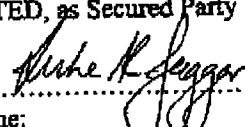
IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of April 22, 2005.

ARBOR ACRES FARM, INC. as Grantor

By: 
Name: Peter S. Patton
Title: DIRECTOR.

Accepted:

UBS LIMITED, as Secured Party

By: 
Name: Luke Jaggar
Title: Director



Christian Rothardt
Director
Global Syndicated Finance

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

U.S. TRADEMARKS					
Mark	Reg. No. or Serial No.	Int'l Class	Reg. Date or Filing Date	Status	Owner of Record
NICHOLAS & Design	2,228,992	031	Reg. March 2, 1999	Section 8/15 due: March 2, 2005 Renewal date: March 2, 2009	Arbor Acre Farm, Inc.
CAJUN WINGS & Design	78/117,635	029	Reg. April 1, 2003	Section 8/15 due: April 1, 2009 Renewal date: April 1, 2003	Southern Hens, Inc.
NICHOLAS & Design	78489395	031	Filed September 24, 2004	Pending	Arbor Acre Farm, Inc.