

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
CTI Foods, LLC		06/10/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company, as Collateral Agent		
Street Address:	Rodney Square North		
Internal Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2372493	COUNTRY CHOICE	
Registration Number:	2316848	SSI SSI FOOD SERVICE, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7698		
Email:	LLevy@stblaw.com		
Correspondent Name:	Mark Solomon, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Mark Solomon		
Signature:	/ms/		

OP \$65.00 2372493

Date:

07/05/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 10, 2005 is entered into by CTI Foods, LLC (the "Grantor") and WILMINGTON TRUST COMPANY, as the Collateral Agent (and its successors and assigns in such capacity, the "Collateral Agent") for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Guaranty and Security Agreement dated as of June 10, 2005 among the Grantor and the Collateral Agent (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Collateral Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Collateral Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT

TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

CTI FOODS, LLC, as Grantor

By: 
Name: Joseph C. Feasler
Title: Vice President / Treasurer

**WILMINGTON TRUST COMPANY, as the
Collateral Agent**

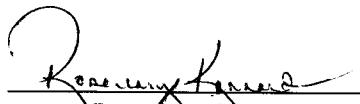
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

CTI FOODS, LLC, as Grantor

By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY, as the
Collateral Agent

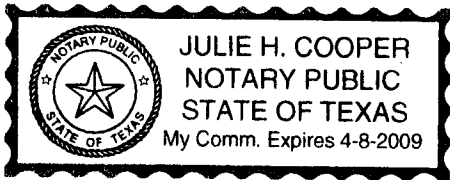
By:  _____
Name: Rosemary Kennard
Title: Assistant Vice President

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On JUNE 10, 2005, before me, the undersigned, a notary public in and for said state and county, personally appeared JOSEPH C. PENSKOHN, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the VICE PRESIDENT / TREASURER on behalf of CTI Foods, LLC, a Delaware limited liability company, the limited liability company therein named, and acknowledged to me that the limited liability company executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Julie H. Cooper
Notary Public

My Commission Expires:

4-8-2009

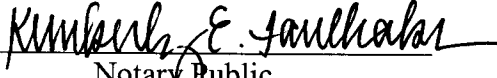
STATE OF DELAWARE

COUNTY OF NEW CASTLE ^{SS:}

On June 9, 2005, before me, the undersigned, a notary public in and for said state and county, personally appeared Rosemary Kennard, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the ASSISTANT VICE PRESIDENT, on behalf of Wilmington Trust Company, a Delaware corporation, the corporation therein named and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)


Notary Public

KIMBERLY ELIZABETH FAULHABER
Notary Public - State of Delaware
My Comm. Expires April 9, 2007

My Commission Expires:

TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
Country Choice and Design	United States	2,372,493	08/01/00	CTI Foods, LLC	
SSI Food Services, Inc. and Design	United States	2,316,848	02/08/00	CTI Foods, LLC	