

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home Market Foods, Inc.		11/17/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	719742	FREEZER QUEEN
Registration Number:	2133013	HOMESTYLE TASTE YOU CAN TRUST
Serial Number:	76616176	FREEZER QUEEN
Serial Number:	76616177	FREEZER QUEEN
Registration Number:	2537356	FAMILY BUFFET

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700
 Email: pagodoa@federalresearch.com
 Correspondent Name: CBCInnovis dba Federal Research
 Address Line 1: 1030 Fifteenth Street, NW, Suite 920
 Address Line 2: attn: Penelope J.A. Agodoa
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 719742

ATTORNEY DOCKET NUMBER:	342177
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/12/2005

Total Attachments: 9
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Home Market Foods, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address: Commercial Loan Center

Street Address: 500 First Avenue

City: Pittsburgh State: PA Zip: 15219

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/616176
76/616177

B. Trademark Registration No.(s)

719,742
2357356 2133013

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Margaret R. Mitchell

Internal Address: Pryor Cashman Sherman & Flynn LLP

Street Address: 410 Park Avenue

10th Floor

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

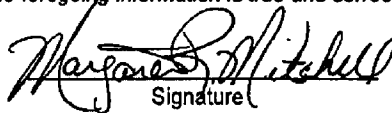
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Margaret R. Mitchell

Name of Person Signing



Signature

October 11, 2005

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXECUTION VERSION

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to Trademark Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**Amendment**") is made and entered into as of November 18, 2004 by and between **Home Market Foods, Inc.**, a Delaware corporation ("**Grantor**"), and **PNC Bank, National Association**, as agent for the Lenders (as defined below) ("**Agent**").

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of June 22, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of June 22, 2004 among Grantor, those certain financial institutions party thereto from time to time ("**Lenders**") and Agent, as agent for the lenders (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantor, Lenders and Agent are amending and restating the Credit Agreement as of the date hereof in connection with, among other things, Grantor's purchase of substantially all of the assets of Freezer Queen Foods, Inc., a Delaware corporation;

WHEREAS, Grantor and Agent wish to amend the Trademark Security Agreement so that it reflects Grantor's purchase of Freezer Queen's trademark property;

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

1. Schedule I to the Trademark Security Agreement is hereby amended to add, in the appropriate sections, the trademarks and trademark applications (the "**New Trademarks** ") identified on **Exhibit A** attached hereto

2. Grantor hereby acknowledges that pursuant to Section 6(a) of the Trademark Security Agreement, the provisions of the Trademark Security Agreement automatically apply to the New Trademarks upon Grantor's acquisition of rights therein, and that this Amendment documents such automatic application.

3. Grantor further acknowledges and affirms the representations, warranties and covenants of Grantor with respect to the New Trademarks and the rights and remedies of Agent with respect to the security interest in the New Trademarks made and granted in the Trademark Security Agreement and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including without limitation that:

(a) Each of the New Trademarks is subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) To Grantor's knowledge, there is no outstanding claim, pending or threatened in writing, that the use by Grantor of any of the New Trademarks infringes the intellectual property rights of any third person;

(d) To Grantor's knowledge, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the New Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, and covenants by Grantor not to sue third persons);

(e) Grantor has the right to enter into this Amendment and perform its terms; and

(f) Grantor has used, and will continue to use for the duration of the Trademark Security Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the New Trademarks.


4. This Amendment may be executed by one or more parties to this Amendment on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall constitute one and the same instrument.

5. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SIMILAR SUCCESSOR PROVISION THERETO), BUT EXCLUDING ANY OTHER CONFLICTS-OF-LAW RULES.

[Remainder of Page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Trademark Security Agreement as of the date first above written.

Home Market Foods, Inc.

By: 
Name: Wesley Atamian
Title: President

PNC Bank, National Association

By: _____
Name: Kevin Madigan
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Trademark Security Agreement as of the date first above written.


Home Market Foods, Inc.

By: _____

Name: Wesley Atamian

Title: President

PNC Bank, National Association

By:  _____

Name: Kevin Madigan

Title: Vice President

ACKNOWLEDGEMENT

Massachusetts
STATE OF ~~NEW YORK~~)
Norfolk) ss.:
COUNTY OF ~~NEW YORK~~)

On the 17th day of November, 2004, before me personally came Wesley Atamian, to me known, who being by me duly sworn, did depose and say that he is the President of Home Market Foods, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation by order of the board of directors of said corporation.

Patricia J. Cova
Notary Public

**EXHIBIT A
TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

United States Patent and Trademark Office

<u>Mark</u>	<u>U.S. Registration or Serial No.</u>	<u>Registration Date or Filing Date</u>	<u>Date of Reissue (where applicable)</u>
Freezer Queen	Reg. 719,742	August 8, 1961	Lapsed
Family Buffet	Reg. 2357356	February 5, 2002	N/A
Homestyle Taste You Can Trust	Reg. 2133013	January 27, 1998	N/A

PENDING TRADEMARK APPLICATIONS

United States Patent and Trademark Office

Trademark	Status	Case Number	Application No.	Filing Date
Freezer Queen	Pending	R-5132	76/616176	10/15/04
Freezer Queen	Pending	R-5133	76/616177	10/15/04