

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bland Farms, LLC		10/17/2005	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1251 Avenue of the Americas		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1720501	BLAND FARMS	
Registration Number:	1635641	THEY ONLY MAKE YOU CRY WHEN THEY'RE GONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)999-3623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2149994682		
<b>Email:</b>	ip@gardere.com, lhemphill@gardere.com		
<b>Correspondent Name:</b>	Gardere Wynne Sewell LLP/Lisa Hemphill		
<b>Address Line 1:</b>	1601 ELM STREET		
<b>Address Line 2:</b>	SUITE 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-4761		
<b>ATTORNEY DOCKET NUMBER:</b>	129669-4		
<b>NAME OF SUBMITTER:</b>	Lisa R. Hemphill		

CH \$65.00 1720501

Signature:	/Lisa R. Hemphill/
Date:	10/18/2005
<b>Total Attachments: 7</b> source=Bland Farms SA#page1.tif source=Bland Farms SA#page2.tif source=Bland Farms SA#page3.tif source=Bland Farms SA#page4.tif source=Bland Farms SA#page5.tif source=Bland Farms SA#page6.tif source=Bland Farms SA#page7.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Bland Farms, LLC, a Georgia limited liability company (“Debtor”), the lenders party thereto from time to time (the “Lenders”) and Fortress Credit Corp, a Delaware corporation, as agent for the Lenders (“Agent”) are parties to a Loan and Security Agreement dated as of October 17, 2005 (as the same may be amended and in effect from time to time, the “Loan Agreement”) providing for extensions of credit to be made to Debtor by Lenders, subject to the terms and conditions set forth in the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Debtor has granted to Agent for the benefit of itself and the Lenders 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 Intellectual Property (as defined in the Loan Agreement), including trademarks, trademark registrations, trademark applications and trademark licenses, to secure, inter alia, the payment of the Loan Obligations;

WHEREAS, Debtor owns the trademarks, trademark registrations, and trademark applications 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 Agent for the benefit of itself and the Lenders a continuing security interest in all of its respective 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) all Trademarks, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each Trademark License 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 or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademarks or trademark licensed under any Trademark License.

The following terms, as used herein, have the meanings set forth below:

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by Debtor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business

identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule 1 annexed hereto; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

“Trademark License” means any written agreement now or hereafter in existence granting to any Debtor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Debtor), including, without limitation, the agreements described in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Agent for the benefit of itself and the Lenders pursuant to the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

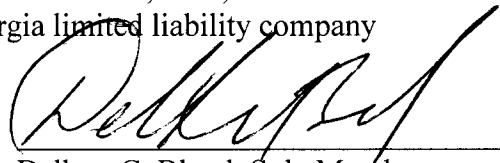
**[Signature pages follow.]**

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the ~~17<sup>th</sup>~~ day of October, 2005.

**GRANTOR:**

BLAND FARMS, LLC,  
a Georgia limited liability company

By:

  
\_\_\_\_\_  
Delbert C. Bland, Sole Member

Acknowledged:

FORTRESS CREDIT CORP,  
as Agent

By: \_\_\_\_\_  
Name: CONSTANTINE DAKOLIAS  
Title: CHIEF CREDIT OFFICER



**ACKNOWLEDGMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on October [ ], 2005, by \_\_\_\_\_, \_\_\_\_\_ of Bland Farms, LLC, a Georgia limited liability company, on behalf of said limited liability company.

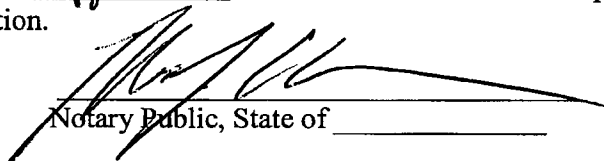
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**ACKNOWLEDGMENT**

THE STATE OF New York §

COUNTY OF New York §

This instrument was acknowledged before me on October [24], 2005, by Constantine H Dakosias, Chief Credit Officer of Fortress Credit Corp, a Delaware corporation, on behalf of said corporation.


  
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Michael J. Cohn  
Notary Public, State of New York  
No. 02C06105265  
Qualified in New York County  
Commission Expires February 9, 2008



Schedule 1  
to Trademark  
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Bland Farms, LLC		U.S.	1720501	9/29/1992
Bland Farms, LLC	THEY ONLY MAKE YOU CRY WHEN THEY'RE GONE	U.S.	1635641	2/19/1991

UNITED STATES TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
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FOREIGN TRADEMARK REGISTRATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

UNREGISTERED TRADEMARKS