

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement (Recorded 2943/0084)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (successor to Bank One, NA via Merger)		12/20/2005	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Hilco Financial, LLC
Street Address:	5 Revere Drive, Suite 206
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1033176	STEAK-UMM
Registration Number:	1116446	STEAK-UMM
Registration Number:	1581762	SPARE THE RIBS
Registration Number:	2107302	RED L
Registration Number:	2290626	EMMA'S KITCHEN
Registration Number:	2375933	STEAK-UMM
Registration Number:	2480792	STEAK-UMM STEAK WRAPS
Registration Number:	2792696	STEAK-UMM WRAPS TO GO
Serial Number:	76486544	WRAPS TO GO
Serial Number:	76498615	SANDWICH TO GO

CORRESPONDENCE DATA

Fax Number: (312)876-7934

OP \$265.00 1033176

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-876-3192
Email: pmcbride@sonnenschein.com
Correspondent Name: Peggy L. McBride
Address Line 1: 8000 Sears Tower
Address Line 2: Sonnenschein Nath & Rosenthal LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	09816060-0001
NAME OF SUBMITTER:	Peggy L. McBride
Signature:	/Peggy L. McBride/
Date:	12/23/2005

Total Attachments: 11
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Assignment**") is entered into December 20, 2005 (the "**Effective Date**"), by JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association ("**Assignor**") and Hilco Financial, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and The Steak-Umm Company, Inc., a Delaware corporation f/k/a The Steak-Umm Acquisition Company, Inc. (the "**Borrower**") previously entered into that certain Credit Agreement dated as of March 25, 2004 (as amended, the "**Original Credit Agreement**").

B. In connection with the Original Credit Agreement, the Borrower executed (i) that certain Trademark Security Agreement dated as of March 25, 2004 in favor of Assignor and (ii) that certain Patent Assignment Security Agreement dated March 25, 2004 in favor of Assignor (collectively, the "**IP Security Agreements**"), copies of which are attached for reference hereto as *Exhibit A*.

C. Pursuant to that certain Loan Purchase Agreement dated the Effective Date and that certain Assignment and Assumption Agreement dated the Effective Date, Assignor sold to Assignee, as assignee of Wynnchurch Capital Partners, L.P., a Delaware limited partnership and Wynnchurch Capital Partners Canada, LP, an Alberta, Canada limited partnership, its interest in the Credit Agreement, the loans (the "**Original Loans**") and notes thereunder and the related documents thereto. Assignee and Borrower have agreed to amend and restructure the loan facilities under the Original Loan Agreement pursuant to that certain Amended and Restated Credit Agreement and that certain Amended and Restated Security Agreement dated as of the Effective Date.

D. In connection with the sale and subsequent restructuring of the Original Loans, Assignor desires to assign all of its right, title and interest in and to the IP Security Agreements to Assignee upon the terms and conditions set forth in this Assignment, and Assignee desires to accept the assignment of Assignor's right, title and interest in and to the IP Security Agreements upon the terms and conditions set forth in this Assignment.

CLAUSES

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein.

2. Assignor hereby assigns, grants, and conveys to Assignee and its successors and assigns all of its right, title and interest in and to the IP Security Agreements effective as of the Effective Date.

3. Assignee hereby assumes all of Assignor's obligations under and right, title and interest in and to the IP Security Agreements as of the Effective Date and agrees to indemnify, defend and hold Assignor and its directors, officers, stockholders, affiliates, employees and agents harmless from and against any and all claims (actual or alleged), damages, actions, suits, judgments, costs and expenses of any kind, including without limitation, reasonable attorneys' fees, arising out of or in connection with the IP Security Agreements.

4. This Assignment shall be governed by the laws of the State of Illinois without regard to its conflicts of law provisions.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A.

By: Michael E. Hayes
Name: MICHAEL HAYES
Title: VP

ASSIGNEE:

HILCO FINANCIAL, LLC

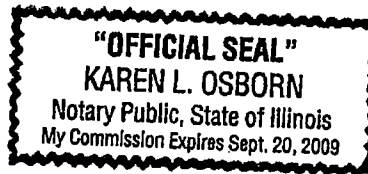
By: _____
Name: _____
Title: _____

Assignment of IP Security Agreements

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 20th day of December, 2005, before me personally came Michael E. Hayes, to me known, who, being by me duly sworn, did depose and say that he is Vice President of **JPMorgan Chase Bank, N.A.**, the national banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.


Notary Public



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

ASSIGNEE:

HILCO FINANCIAL, LLC

By: David B. Chisholm
Name: David B. Chisholm
Title: Chief Executive Officer

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 20th day of December, 2005, before me personally came David B. Chisholm, to me known, who, being by me duly sworn, did depose and say that he is Chief Executive Officer of **Hilco Financial, LLC**, the Delaware limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said limited liability company.

Ruth H. Adams

Notary Public

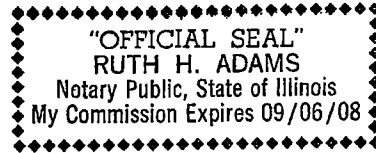


EXHIBIT A
COPY OF IP SECURITY AGREEMENTS

TRADEMARK SECURITY AGREEMENT

WHEREAS, THE STEAK-UMM ACQUISITION COMPANY, INC., a Delaware corporation, located at 153 Searles Road, Pomfret Center, CT 06259-2305 ("Borrower"), has adopted and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to BANK ONE, NA ("Lender") pursuant to (i) a certain Credit Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

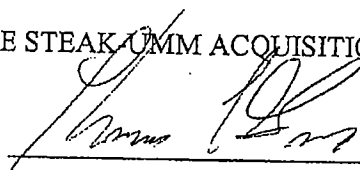
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks and registrations and applications therefor, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.


Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby is more fully set forth in the Agreements.

Dated: Chicago, Illinois
March 25, 2004

THE STEAK-UMM ACQUISITION COMPANY, INC.

By: 
Name: Thomas P. Guido
Its: Vice President

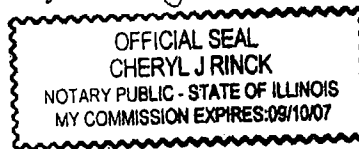
BANK ONE, NA

By: 
Name: EARL F. SKOOF
Its: FIRST VICE PRESIDENT

STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 25th day of March, 2004, before me personally came Thomas Guido me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of The Steak-Umm Acquisition Company, Inc., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

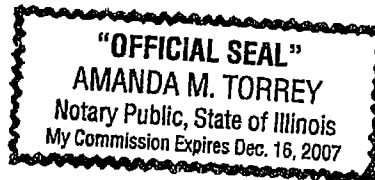
Cheryl J Rinck
Notary Public



STATE OF ILLINOIS)
 : ss.:
COUNTY OF COOK)

On this 25th day of March, 2004, before me personally came Carl Skoog, to me known, who, being by me duly sworn, did depose and say that he is a First Vice President of Bank One, NA, the national banking association described in and which executed the foregoing instrument; and that he signed his name thereto on behalf of said association.

Amanda M Torrey
Notary Public



SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March 25, 2004, by and between BANK ONE, NA and THE STEAK-UMM ACQUISITION COMPANY, INC.

I. UNITED STATES

A. U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	1,033,176	02/10/1976
2. STEAK-UMM	1,116,446	04/19/1979
3. SPARE THE RIBS	1,581,762	02/06/1990
4. RED-L AND DESIGN	2,107,302	10/21/1997
5. EMMA'S KITCHEN	2,290,626	11/02/1999
6. STEAK-UMM	2,375,933	08/08/2000
7. STEAK-UMM STEAK WRAPS	2,480,792	08/21/2002
8. STEAK-UMM WRAPS TO GO	2,792,696	12/09/2003

B. U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE
1. WRAPS TO GO	76/486,544	01/31/2003
2. SANDWICH TO GO	76/498,615	03/19/2003

II. FOREIGN

A. FOREIGN TRADEMARK REGISTRATIONS

1. CANADA

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	244,582	05/09/1980
2. HANDYBURGERS	250,027	08/29/1980

MARK	REGISTRATION NO.	REGISTRATION DATE
3. TABLE TREATS	250,028	08/29/1980
4. STEAK-UMM	294,151	08/17/1984
5. SPARE THE RIBS	383,646	04/26/1991

2. AUSTRALIA

MARK	REGISTRATION NO.	REGISTRATION DATE
1. STEAK-UMM	B296,473	