

12-27-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



PARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRADEMARK 103144770

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

0-16-01

1. Name of conveying party(ies):

Double B Foods, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/08/2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bernard National Loan Investors, Ltd.

Internal

Address: c/o D.B. Zwirn & Co.

Street Address: 745 Fifth Ave., 18th Floor

City: New York

State: NY

Country: USA Zip: 10151

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Company

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78178165

B. Trademark Registration No.(s)

2556551, 2735033, 2750689, 2775948, 1620163, 1524720, 2229021

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
BEEF-ALICIOUS, BULLIES, Stylized Bovine Design, ROADWRAPS, SPLITTER, TEXAS PRIDE, DOUBLE B, BUNDEE

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

Name: Court B. Allen

Internal Address: Cox Smith Matthews Incorporated

Street Address: 112 E. Pecan St. Suite 1800

City: San Antonio

State: TX Zip: 78205

Phone Number: (210) 554-5389

Fax Number: (210) 226-8395

Email Address: cballen@coxsmith.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Court B. Allen
Signature

12-20-2005

Date

Court B. Allen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/23/2005 ECOOPER 00000170 78178165

02 FC 0522

40.00 DP
175.00 DP

TRADEMARK
REEL: 003280 FRAME: 0430

Continuation of Recordation Form Cover Sheet

Continuation of Box 2:

D.B. Zwirn Special Opportunities Fund, L.P.
(a Delaware limited partnership composed of D.B. Zwirn Partners, LLC,
a Delaware
limited liability company, as general partner)
c/o D.B. Zwirn & Co.
745 Fifth Ave., 18th Floor
New York, NY 10151
USA

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this day of December 8, 2005, between DOUBLE B FOODS, INC., a Texas corporation (the "Borrower"), and each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), and BERNARD NATIONAL LOAN INVESTORS, LTD., a Cayman Islands company ("Bernard National"), in its capacity as agent (together with its successors and assigns in such capacity, the "Agent") for itself and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership (the "Fund" and, together with Bernard National, collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 8, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Borrower and the Lenders, the Lenders are willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Agent, for the benefit of the Lenders, that certain Collateral Agreement, dated as of December 8, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantors are required to execute and deliver to the Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) each registered Trademark owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
 - (b) each Trademark License, including, without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all Proceeds of and revenues from the foregoing, including, without limitation, all Proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark identified in Schedule I hereto), and all rights and benefits of such Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. The Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Collateral Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

DOUBLE B FOODS, INC.,
a Texas corporation, as a Grantor

By: W H Wagner
Name: W H Wagner
Title: President

AGENT:

BERNARD NATIONAL LOAN INVESTORS, LTD.,
a Cayman Islands company, as Agent

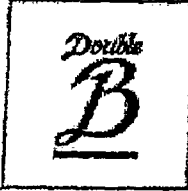
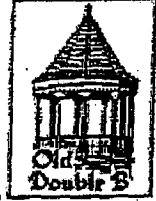


By: 



Name: Perry Gruss

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Double B Foods, Inc.	Japan		Hei 4138822/ 3135728	December 15, 1994/ March 29, 1996
Double B Foods, Inc.	Japan		Hei 4138821/ 3135727	December 15, 1994/ March 29, 1996
Double B Foods, Inc.	USA	BEEF-ALICIOUS	75678242/ 2556551	April 5, 1999/ April 2, 2002
Double B Foods, Inc.	USA		75693372/ 2735033	April 29, 1999/ July 8, 2003
Double B Foods, Inc.	USA		75693642/ 2750689	April 29, 1999/ August 12, 2003

Double B Foods, Inc.	USA	ROADWRAPS	75673269/ 2775948	March 26, 1999/ October 21, 2003
Double B Foods, Inc.	USA	SPLITTER	78178165/ Pending	October 24, 2002/ Pending
Double B Foods, Inc.	USA		73827897/ 1620163	September 26, 1989/ October 30, 1990
Double B Foods, Inc.	USA		73733931/ 1524720	June 13, 1988/ February 14, 1989
Double B Foods, Inc.	USA	BUNDEE	75486576/ 2229021	May 18, 1998/ March 2, 1999