


RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Reynaldo's Mexican Food Manufacturer, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>California</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? Name: <u>W/F REYNALDO'S, LLC</u> Internal Address: <u>c/o W/F Investment Corp.</u> Street Address: <u>1900 Avenue of the Stars</u> <u>Suite 2410</u> City: <u>Los Angeles</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>90067</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>12/1/2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>Serial No. 75532486</u></p> <p>B. Trademark Registration No.(s) <u>2257310</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>"Reynaldo's" trademark for Reynaldo's Mexican Food Manufacturer, Inc.</u> Goods/Services: Int'l Class(es): <u>029/030</u>; Filing Date: <u>08/07/1999</u> [GS]</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>William O. Fleischman</u></p> <p>Internal Address: <u>c/o W/F Investment Corp.</u></p> <p>Street Address: <u>1900 Avenue of the Stars</u> <u>Suite 2410</u></p> <p>City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90067</u> Phone Number: <u>(310) 553-7176</u> Fax Number: <u>(310) 552-0834</u> Email Address: <u>wofleischman@hotmail.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>1002</u> Expiration Date <u>02/07</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature:  <u>4/13/06</u></p> <p style="text-align: center;">Signature Date</p> <p><u>William O. Fleischman</u></p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>	

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

CIP \$40.00 2257310

SECURITY AGREEMENT
(Purchase Money: UCC §9324a)

Preamble - Grant of Security Interest

REYNALDO'S MEXICAN FOOD MANUFACTURER, INC., a California corporation, herein called "Borrower", hereby grant to W/F INVESTMENT CORP., a California corporation, herein called "Secured Party", a security interest in any and all of the collateral, herein called the "Collateral", described in Paragraph 2 of this Agreement on the following terms and conditions:

Attachment and Obligation Secured

1. The security interest hereby created shall attach immediately on execution of this Agreement by Borrower and shall secure the payment of all funds advanced by Secured Party or/and on behalf of Borrower, pursuant to that certain Shareholders' Agreement, dated November 1, 2005 and entered into by the parties. Said obligation shall from time to time be evidenced by one or more promissory notes (the "Note") or by other evidence of advances made by Security Party on behalf of Borrower.

Description of Collateral

2. The Collateral covered by this Agreement and in which a security interest is hereby granted and transferred to Secured Party is as follows: a purchase money lien in that certain Cott Tiromat VA430 Packing Machine, described as item number CTTM400, and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. The parties acknowledge that Secured Party advanced the funds necessary to acquire said collateral on behalf of Borrower on November 9, 2005. Other sums advanced thereafter and before are also covered by this Agreement, and the collateral hereby granted and transferred to Security Party shall further include for such other advances any and all trademarks or other intellectual property relevant to the brands of Borrower.

Security Interest in Proceeds

3. Borrower also hereby grants and transfers to Secured Party a security interest in any and all proceeds, as defined in Section-9306 of the Uniform Commercial Code of California, of the Collateral or any part of the Collateral. Provided, however, nothing in this paragraph shall constitute, or be deemed to constitute, a grant of authority to Borrower to sell, lease, or otherwise dispose of or encumber the Collateral, or any part of the Collateral, without the prior written consent of Secured Party.

Warranties by Borrower

4. Borrower hereby represents and warrants to Secured Party that:
 - a. Borrower is a California corporation located at: 11929 Woodruff Avenue, Downey, California 90241.

- b. Except for the security interest created by this Agreement, Borrower is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest, or claim in or to the Collateral or any part of the Collateral.
- c. That a portion of the Collateral described in Paragraph 2 of this Agreement is presently located at: 11929 Woodruff Avenue, Downey, California 90241, and will not, during the continuance of this Agreement, be removed from those premises without the prior written consent of Secured Party.

Repair of Collateral

5. Borrower shall maintain the Collateral, and each part of the Collateral, in good order and repair at Borrower's own cost and expense and shall never use the Collateral, or any part of the Collateral, in a manner resulting, or likely to result, in waste or unreasonable deterioration of the Collateral.

Insurance

6. Until final termination of this Security Agreement, Borrower, at Borrower's own cost and expense, shall keep the Collateral, and all parts of the Collateral, insured for the full amount secured by this Agreement against damage or loss resulting from any and all risks to which it might foreseeably be exposed and risks designated by Secured Party. Each such policy of insurance shall be issued by an insurance company acceptable to Secured Party and shall provide for the loss payable under it being paid to both Borrower and Secured Party as their interests may appear. A duplicate copy of each such policy shall be delivered by Borrower to Secured Party.

Taxes and Assessments

7. Borrower shall pay from his own funds, as they become due, all taxes and assessments levied or assessed against the Collateral, or any part of the Collateral, prior to the final termination of this Security Agreement.

Disposition of Collateral

8. Borrower shall keep the Collateral separate and identifiable from other property owned by Borrower or located on the same premises as Collateral and Borrower shall not, without the prior written consent of Secured Party, sell, lease, or otherwise dispose of any portion of the Collateral until all amounts secured by the security interest created by this Agreement have been fully and finally paid.

Inspection Rights

9. Secured Party, either in person or by agent, shall have the right at any and all reasonable times and at reasonable intervals to enter the premises where the Collateral is located and inspect the Collateral.

Payment by Secured Party

10. Secured Party may at its option, but may not be required to, pay on behalf of Borrower and on the account of Borrower any taxes, assessments, liens, insurance premiums, repair costs, or maintenance costs that pursuant to the terms of this Agreement should have been but were not paid by Borrower. Secured Party shall also have the right, at its option, to enter the premises where the Collateral or any part of the Collateral is located, and cause to be performed as agent and on the account of Borrower any such acts as it may deem necessary for the proper repair or maintenance of the Collateral or any part of the Collateral. Any moneys expended or expenses incurred by Secured Party under this paragraph shall also be secured by the security interest created by this Agreement and shall be due and payable by Borrower to Secured Party, together with interest at the highest rate allowed by law, on demand.

Assignment by Secured Party

11. Secured Party may assign his rights under this Security Agreement and the security interest created by this Security Agreement. Should Secured Party assign his rights under this Agreement or the security interest created by this Agreement, Secured Party's assignee shall be entitled, on written notice of the assignment being given by Secured Party to Borrower, to all performance required of Borrower by this Agreement and all payments and moneys secured by this Agreement.

Default

12. Should Borrower fail to perform any provision of this Agreement to be performed on his part, or should Borrower fail to pay any obligation secured by this Agreement or the security interest created by this Agreement as it becomes due, then Borrower shall be in default of this Agreement under Division 9 of the Uniform Commercial Code of California. In such event, Secured party shall have all the rights and remedies afforded a secured party by the chapter on "Default" of Division 9 of the Uniform Commercial Code of California on the date of this Agreement and may, in connection therewith, also:

- a. Enter on Borrower's premises to assemble and take possession of the Collateral;
- b. Require Borrower to assemble the Collateral and make its possession available to Secured Party at a place designated by Secured Party that is reasonable convenient to both Borrower and Secured Party;
- c. Enter Borrower's premises, render the Collateral, if equipment, unusable and dispose of it in the manner provided by the Uniform Commercial Code of California on Borrower's premise;

- d. Apply the proceeds received from the sale or other disposition of the Collateral on default of Borrower, in addition to the items specified in Division 9 of the Uniform Commercial Code of California, to the payment of reasonable attorney's fees and legal expenses incurred by Secured Party as a result of Borrower's default.

Financing Statement

13. Concurrently with the execution of this Security Agreement, the parties hereto, Borrower and Secured Party, shall execute any Financing Statement or Financing Statements required to perfect the security interest created by this Agreement. Such Financing Statement or Financing Statements shall be on a form or forms approved by the California Secretary of State and Borrower shall forthwith pay Secured Party the filing fees required to file such statement or statements in the manner required by the Uniform Commercial Code of California.

Waiver

14. Neither the acceptance of any partial or delinquent payment by Secured Party nor Secured Party's failure to exercise any of its rights or remedies on default by Borrower shall be a waiver of the default, a modification of this Agreement or Borrower's obligations under this Agreement, or a waiver of any subsequent default by Borrower.

Notices

15. Except as otherwise expressly provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, Borrower or Secured Party, by the other party to this Agreement shall be in writing and shall be deemed duly served, given, delivered, and received when personally delivered to the party to whom it is directed, or in lieu of such personal delivery, when deposited in the United States mail, first-class postage prepaid, addressed to Secured Party at: 1900 Avenue of the Stars, Suite 2410, Los Angeles, California, or to Borrower at: 11929 Woodruff Avenue, Downey, California 90241. Either party, Borrower or Secured Party, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Time of Essence

16. Time is hereby expressly declared to be of the essence of this Agreement.

Binding on Heirs and Assigns

17. This Agreement and each of its provisions shall be binding on the heirs, executors, administrators, successors, and assigns of each of the parties hereto. Nothing contained in this paragraph, however, shall be deemed a consent to the sale, assignment, or transfer of the Collateral or his obligations under this Agreement by Borrower.

Sole and Only Agreement

18. This instrument and the Note constitute the sole and only agreement between the parties respecting the Collateral or the security interest in the Collateral created by this Agreement. This instrument correctly sets forth the rights, duties, and obligations of each party to the other party with respect to the Collateral and the security interest hereby created in the Collateral as of this date. Any prior agreements, promises, negotiations, or representations concerning the subject matter of this Agreement not expressly set forth hereinabove are no longer of any force and effect.

Executed on December 1, 2005, at Los Angeles, California.

BORROWER

REYNALDO'S MEXICAN FOOD
MANUFACTURER, INC.,
a California Corporation

By: 

Joe Garcia

EXHIBIT "A"

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

05-7052504553

12/19/2005 17:00

A. NAME & PHONE OF CONTACT AT FILER (optional)
 William O. Fleischman (310) 553-7176

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

W/F Investment Corp.
 1900 Avenue of the Stars
 Suite 2410
 Los Angeles, California 90067



FILED
 CALIFORNIA
 SECRETARY OF STATE



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only ONE debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Reynaldo's Mexican Food Manufacturer, Inc.

OR

1b. INDIVIDUAL'S LAST NAME: [] FIRST NAME: [] MIDDLE NAME: [] SUFFIX: []

1c. MAILING ADDRESS: 11829 Woodruff Avenue CITY: Downey STATE: CA POSTAL CODE: 90241 COUNTRY: US

1d. TAX ID #: SSN OR EIN: 953-93-0189 ADD'L INFO RE ORGANIZATION DEBTOR: [] 1e. TYPE OF ORGANIZATION: Corporation 1f. JURISDICTION OF ORGANIZATION: California 1g. ORGANIZATIONAL ID #, if any: C1141161 [] NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only ONE debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME: []

OR

2b. INDIVIDUAL'S LAST NAME: [] FIRST NAME: [] MIDDLE NAME: [] SUFFIX: []

2c. MAILING ADDRESS: [] CITY: [] STATE: [] POSTAL CODE: [] COUNTRY: []

2d. TAX ID #: SSN OR EIN: [] ADD'L INFO RE ORGANIZATION DEBTOR: [] 2e. TYPE OF ORGANIZATION: [] 2f. JURISDICTION OF ORGANIZATION: [] 2g. ORGANIZATIONAL ID #, if any: [] NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only ONE secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: W/F Investment Corp.

OR

3b. INDIVIDUAL'S LAST NAME: [] FIRST NAME: [] MIDDLE NAME: [] SUFFIX: []

3c. MAILING ADDRESS: 1900 Avenue of the Stars, Suite 2410 CITY: Los Angeles STATE: CA POSTAL CODE: 90067 COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

That certain Cott Tiromat VA430 Packing Machines, described as Item number CTTM400 and, or as more particularly described in Exhibit "A" attached to the Security Agreement of even date herewith. The parties acknowledge that Secured Party advanced the funds necessary to acquire said collateral on behalf of Borrower on November 9, 2005. Other sums advanced are also covered by the Security Agreement, and the collateral hereby granted therefor shall also include any and all trademarks or other intellectual property relevant to the brands of Borrower.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. THIS FINANCING STATEMENT IS TO BE FILED (for record) (or recorded) in the REAL ESTATE RECORDS. [] Check to REQUEST SEARCH REPORT (S) on Debtor(s) (optional) (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA: [] Debtor 1 [] Debtor 2

FILING OFFICE COPY -- NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

TRADEMARK

RECORDED: 04/14/2006

REEL: 003291 FRAME: 0678