

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Foods Group, Inc. (formerly known as SMG Holdings, Inc.)		06/14/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as administrative agent
Street Address:	303 Peachtree Street, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76652331	COMIDAS CASERAS
Registration Number:	1517319	FIELD
Registration Number:	1515604	FIELD
Registration Number:	1515601	FIELD FRESH
Registration Number:	2314703	KENTUCKIAN
Registration Number:	2311981	KENTUCKIAN GOLD
Registration Number:	2453981	KENTUCKY LEGEND
Registration Number:	2731160	KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED
Registration Number:	1983964	THE BEST . . . NATURALLY!
Serial Number:	78881178	TUB MATE

CORRESPONDENCE DATA

CH \$265.00 76652331

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding, LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.015790
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	06/14/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 14, 2006 (this "Agreement"), executed by SPECIALTY FOODS GROUP, INC. (formerly known as SMG Holdings, Inc.), a Delaware Corporation, (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Administrative Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders and Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Administrative Agent have agreed to make certain financial accommodations to Grantor;

WHEREAS, Grantor has entered into a Security Agreement (the "Security Agreement"), pursuant to which Grantor has granted to Administrative Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property of Grantor, including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement that Grantor grants to Administrative Agent, for its benefit and the benefit of Lenders, a security interest in the Property (as herein defined);

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

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule 6 of the Perfection Certificate.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, 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 (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business associated with or symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Administrative Agent, for its benefit and the benefit of the Lenders, in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule 6 of the Perfection Certificate; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto or in Schedule 6 of the Perfection Certificate.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Administrative Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Administrative Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Administrative Agent shall, at the expense of Grantor, execute and deliver to Grantor all documents as Grantor may reasonably request (but without recourse or warranty by Administrative Agent or any Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Administrative Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Administrative Agent nor any Lender shall have any obligation or responsibility to protect, defend, file, prosecute or maintain the Property and Grantor shall at its own expense protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Administrative Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's businesses and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Administrative Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Administrative Agent and the Lenders for all expenses incurred by Administrative Agent or such Lender, including reasonable attorneys' fees, actually incurred by Administrative Agent and the Lenders in protecting, defending and maintaining the Property.

7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

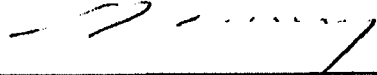
8. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED

UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed under seal and by its duly authorized officer as of the date first above written.

SPECIALTY FOODS GROUP, INC.

By 

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF York)

On this 14th day of June, 2006 before me personally Wyllan Huch, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SPECIALTY FOODS GROUP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Wyllan Huch

Notary Public

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged By:
SUNTRUST BANK,

By: J. Haynes Gentry III
Name: J. HAYNES GENTRY III
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003327 FRAME: 0626

SCHEDULE I

Trademark Security Agreement Specialty Foods Group, Inc. (f/k/a SMG Holdings, Inc.)

I. Trademark Registrations and Applications:

Trademark	Registration No. (Application No.)	Country
COMIDAS CASERAS	(76/652,331)	U.S.
FIELD (& DESIGN)	1,517,319 (73/705,556)	U.S.
FIELD (& DESIGN)	1,515,604 (73/705,555)	U.S.
FIELD FRESH	1,515,601 (73/697,459)	U.S.
KENTUCKIAN	2,314,703 (75/663,041)	U.S.
KENTUCKIAN GOLD	2,311,981 (75/662,857)	U.S.
KENTUCKY LEGEND	2,453,981 (75/754,340)	U.S.
KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED (& DESIGN)	2,731,160 (76/198,892)	U.S.
THE BEST...NATURALLY!	1,983,964 (74/688,134)	U.S.
TUB MATE	(78/881,178)	U.S.
SFG SPECIALTY FOODS GROUP (& DESIGN)	(CA125810300)	Canada

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