

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Food Group LLC		05/22/2006	LIMITED LIABILITY COMPANY:
UFG Intermediate Holding Corp.		05/22/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc. (as second lien agent)		
Street Address:	2 Bethesda Metro Center		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1390978	MORAN'S	
Serial Number:	76642257	MORAN'S	
Serial Number:	76642258	M MORAN'S	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	rocio.clausen@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Rocio Clausen		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0219		
NAME OF SUBMITTER:	Rocio Clausen		

CH \$90.00 1390978

Signature:	/Rocio Clausen/
Date:	06/21/2006
Total Attachments: 10 source=ACFS-United Food TM#page1.tif source=ACFS-United Food TM#page2.tif source=ACFS-United Food TM#page3.tif source=ACFS-United Food TM#page4.tif source=ACFS-United Food TM#page5.tif source=ACFS-United Food TM#page6.tif source=ACFS-United Food TM#page7.tif source=ACFS-United Food TM#page8.tif source=ACFS-United Food TM#page9.tif source=ACFS-United Food TM#page10.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2006, is made by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Second Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as administrative and collateral agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Note and Equity Purchase Agreement dated as of May 22, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "NEPA"), by and among United Food Group LLC (the "Borrower"), UFG Intermediate Holding Corp. ("Holdings"), UFG Holding Corp. ("Parent"), the Purchasers (as defined in the NEPA) at any time party thereto, and ACFS as administrative agent and collateral agent for the Purchasers, the Purchasers have agreed, subject to the terms and conditions set forth in the NEPA, to purchase the Notes thereunder; and

B. All the Grantors are party to that certain Second Lien Pledge and Security Agreement dated as of May 22, 2006 (the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers the Second Lien Agent to enter into the NEPA and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the NEPA or in the Second Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the NEPA or the Second Lien Pledge and Security Agreement, as the case may be.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECOND LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

* * *

[Signatures Pages Follow]

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

Very truly yours,

Grantor:

UNITED FOOD GROUP LLC

By: 

Larry Cohen, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: _____

Gary Waldman, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: 

Ray Moran, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: 

Ron Moran, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: 

Lee A. Miller, in his capacity as an authorized signatory on behalf of United Food Group LLC

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.

Very truly yours,

Grantor:

UNITED FOOD GROUP LLC

By: _____

Larry Cohen, in his capacity as an authorized signatory on behalf of United Food Group LLC

By:  _____

Gary Waldman, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: _____

Ray Moran, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: _____

Ron Moran, in his capacity as an authorized signatory on behalf of United Food Group LLC

By: _____

Lee A. Miller, in his capacity as an authorized signatory on behalf of United Food Group LLC

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.

Very truly yours,

Grantor:

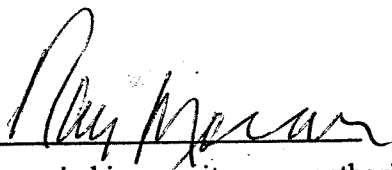
UFG INTERMEDIATE HOLDING CORP.

By:  _____

Larry Cohen, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By: _____

Gary Waldman, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By:  _____

Ray Moran, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By:  _____

Ron Moran, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By:  _____

Lee A. Miller, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

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.

Very truly yours,

Grantor:

UFG INTERMEDIATE HOLDING CORP.

By: _____

Larry Cohen, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By:  _____

Gary Waldman, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By: _____

Ray Moran, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By: _____

Ron Moran, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

By: _____

Lee A. Miller, in his capacity as an authorized signatory on behalf of UFG Intermediate Holding Corp.

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Second Lien Agent

By 
Name: William Bujake
Title:

Signature Page to Trademark Security Agreement (2nd Lien)

TRADEMARK
REEL: 003335 FRAME: 0372

ACKNOWLEDGMENT

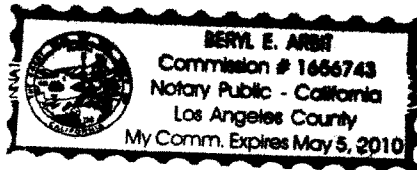
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 19, 2006, before me, BERYL E. ARBIT, Notary Public, personally appeared **LARRY COHEN, LEE A. MILLER, RAY MORAN and RON MORAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[SEAL]



ACKNOWLEDGMENT OF GRANTOR

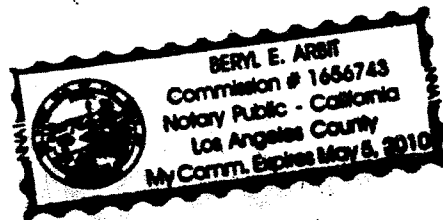
State of California

County of Los Angeles

On 12 MAY 2006 before me, BERYL E. ARBIT Notary Public
personally appeared LARRY WARDMAN, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged to me that
he/she/it executed the same in his/hers/their authorized capacity, and that by
his/hers/their signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Acknowledgement of Grantor for Trademark Security Agreement for 2nd Lien (Notary)

TRADEMARK
REEL: 003335 FRAME: 0374

**SCHEDULE
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

INTELLECTUAL PROPERTY**

1. MORAN'S, word mark, U.S. TM Reg. No. 1,390,978, registered April 22, 1986, International Class 30; renewal filed March 10, 2006.
2. MORAN'S, word mark, U.S. TM Application Serial No. 76/642,257, application date July 1, 2005, International Class 29. Non-final office action pending. Response to the office action is due on or before September 10, 2006 to avoid abandonment of the application. The Borrower has made a business determination not to pursue this application.
3. M MORAN'S and design, U.S. TM Application Serial No. 76/642,258, application date July 1, 2005; International Classes 29 and 30. Published for opposition March 21, 2006.