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
Marketfare Foods, Inc.		07/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	401 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851-1177
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1286250	AUNT BEA'S
Registration Number:	1398746	AVALANCHE
Registration Number:	1400601	
Registration Number:	1294751	DELI PRIDE
Registration Number:	1394254	ITALINI
Registration Number:	1394253	ITALINI
Registration Number:	1275428	
Registration Number:	1391003	OLD SANTA FE
Registration Number:	1422133	PIZZA GRANDE
Registration Number:	0961608	SMILEYS
Registration Number:	1528508	SOUTHERN ACRES
Registration Number:	1469228	SUPER TATO
Registration Number:	2570579	SONRITOS
Registration Number:	2325758	DELI FRESH

CH $615.00 1286250

Registration Number:	2535486	ROUNDSTREET
Registration Number:	2579293	MARKETFARE
Registration Number:	2777084	BERKELEY BISTRO TO GO
Registration Number:	2853302	ALLSTARS
Registration Number:	2974035	BISTRO TO-GO
Registration Number:	2879734	BISTRO TO-GO
Registration Number:	2987295	CARB FRIENDLY
Registration Number:	3048688	CARB FRIENDLY
Registration Number:	3049989	DELI PRIDE
Registration Number:	3082334	OLD SANTA FE

CORRESPONDENCE DATA

Fax Number: (202)223-2085

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

Phone: 202-861-3900

Email: dctrademarks@dlapiper.com

Correspondent Name: Ryan C. Compton, Esq. - DLA PIPER et al

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	22820215-15011
NAME OF SUBMITTER:	Ryan C. Compton, Esq.
Signature:	/Ryan C. Compton/
Date:	07/31/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 26, 2006, between MARKETFARE FOODS, INC., a Delaware corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Agent and Lenders to extend such financial accommodations as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for the benefit of Agent and Lenders, that certain Security Agreement of even date herewith made by Grantor in favor of Agent, for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and Lenders, this Trademark Security Agreement. These Recitals shall be construed as part of this Agreement.

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, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in **Annex A** to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, mortgages and pledges to Agent, for the benefit of Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in **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 (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or dilution of any Trademark or Trademark License, or (B) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include any rights or interest in any intent-to-use trademark applications if applicable law prohibits the valid grant of a security interest or lien therein; provided, that the foregoing exclusion shall in no way be construed to limit, impair or otherwise affect the Lenders' continuing security interests in and liens upon any rights or interests of Grantor in or to (x) monies due or to become due under such intent-to-use trademark applications (and all trademark applications and registered trademarks maturing therefrom), or (y) any proceeds from the sale, license, lease or other disposition of such intent-to-use trademark applications (and all trademark applications and registered trademarks maturing therefrom).

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement 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. Licenses. Notwithstanding anything to the contrary in the Security Agreement or this Agreement, Grantor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of Agent therein) in the ordinary course of business consistent with past practices.

5. Intercreditor and Subordination Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the SCIL Subordination Agreement. In the event of any conflict between the terms of the SCIL Subordination Agreement and this Agreement, the terms of the SCIL Subordination Agreement shall govern and control.

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REEL: 003358 FRAME: 0137

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first set forth above.

"**Grantor**"

MARKETFARE FOODS, INC.

By: _____
Al Carfora
President

Agreed and Acknowledged by:

"**Agent**"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Wafa Shalabi
Duly Authorized Signatory

TRADEMARK
REEL: 003358 FRAME: 0138

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first set forth above.

"**Grantor**"

MARKETFARE FOODS, INC.

By: _____
Al Carfora
President

Agreed and Acknowledged by:

"**Agent**"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Wafa Shalabi
Duly Authorized Signatory

TRADEMARK
REEL: 003358 FRAME: 0139

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

1. U.S. Trademark Registrations

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
MarketFare Foods, Inc.	Aunt Bea's	1,286,250	7/17/1984
	*Avalanche	1,398,746	6/24/1986
	*Misc. Design (Avalanche Dog)	1,400,601	7/08/1986
	Deli Pride and Design	1,294,751	9/11/1984
	*Italini	1,394,254	5/20/1986
	*Italini and Design	1,394,253	5/20/1986
	Misc. Design (Lady in Apron)	1,275,428	4/24/1984
	Old Santa Fe (Stylized)	1,391,003	4/22/1986
	*Pizza Grande	1,422,133	12/23/1986
	Smiley's	961,608	6/19/1973
	Southern Acres	1,528,508	3/17/1989
	Super Tato	1,469,228	12/15/1987
	Sonritos	2,570,579	5/21/2002
	*Deli Fresh	2,325,758	3/07/2000
	Roundstreet	2,535,486	2/05/2002
	Marketfare	2,579,293	6/11/2002
	Berkeley Bistro To Go	2,777,084	3/25/1999
	Allstars	2,853,302	6/15/2004
	Bistro-To-Go	2,974,035	7/19/2005
	Bistro-To-Go	2,879,734	8/31/2004
	Carb Friendly	2,987,295	8/23/2005
	Carb Friendly	3,048,688	1/24/2006
	Deli Pride	3,049,989	1/24/2006
	Old Santa Fe	3,082,334	4/18/2006

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2. State Trademark Registrations

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	STATE
MarketFare Foods, Inc.	*Deli Fresh	17340	9/23/2002	Idaho
	*Deli Fresh	30932	9/24/2004	Washington
	*Deli Fresh	20021261833	1/16/2003	Colorado

3. Foreign Trademark Registrations

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
MarketFare Foods, Inc.	*Italini	TMA386,433	7/05/1991	Canada
	Roundstreet	688340	2/28/2001	Mexico
	Marketfare	642628	2/23/2000	Mexico

4. Foreign Trademark Application

HOLDER	MARK	APPLICATION NUMBER	FILING DATE	COUNTRY
MarketFare Foods, Inc.	Marketfare	1,037,506	11/25/1999	Canada

*Indicates active registrations allowed to lapse.

RECORDED: 07/31/2006

TRADEMARK
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