

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
Advance Food, Inc., an Oklahoma corporation		08/01/2006	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Bank of Oklahoma, National Association
Street Address:	201 Robert S. Kerr Avenue
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73102
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	1903684	BREAKFAST PALS
Registration Number:	1662616	CHAR D'OEUVRE
Registration Number:	1567718	CRISP N TENDER
Registration Number:	1480931	GORGES
Registration Number:	1863397	MESQUITE BROIL
Registration Number:	1040675	QUIK-TO-FIX
Registration Number:	2176679	Q QUIK-TO-FIX FOODS
Registration Number:	1693360	REDI RIBS
Registration Number:	2417880	SINDIE'S QUALITY FOODS
Registration Number:	1669611	TASTYRIB
Registration Number:	1537518	TEJITA BITES
Registration Number:	1537517	TEJITAS
Registration Number:	1479792	TENDERBROIL

OP \$1190.00 1903684

Registration Number:	1296605	IT'S THE VEAL THING
Registration Number:	1332465	IT'S THE VEAL THING
Registration Number:	2362398	VEAL ITALIETTE
Registration Number:	2486586	SMARTSERVE
Registration Number:	2463199	SMARTSERVE
Registration Number:	2484613	AWESOME ANGUS
Registration Number:	2681727	KITCHEN SENSATIONS
Registration Number:	2726469	SMARTSERVE
Registration Number:	2731225	SMARTSERVE
Registration Number:	2867554	SERVING UP SUCCESS
Registration Number:	2866192	VINCELLO VEAL
Registration Number:	2804581	KITCHEN SENSATIONS
Registration Number:	2804582	KITCHEN SENSATIONS
Registration Number:	2885850	THE COUNTRY FRIED STEAK EXPERTS
Registration Number:	2888491	TASTY STEAK
Registration Number:	2928368	VEAL PETITE OSSO BUCO
Registration Number:	2968824	VEAL PETITE RACKS
Registration Number:	2896934	VINCELLO VEAL
Registration Number:	2990140	MUNCHEZE BREADED APPETIZERS
Registration Number:	2990141	MUNCHEZE
Registration Number:	2996125	TASTY FILLET
Serial Number:	76653515	54TH STREET DELI FROM ADVANCE FOOD COMPANY
Serial Number:	78710795	THE LEGEND COUNTRY FRIED STEAK
Serial Number:	78710791	THE LEGEND
Serial Number:	78710802	EXCLUSIVE CUT
Registration Number:	1558271	CHARSTEAKS
Serial Number:	78284476	CHOMPS
Serial Number:	78284491	CHOMPS TAKE A BITE
Serial Number:	78284577	CHOMPS TAKE A BITE!
Registration Number:	3121529	PHILLY FREEDOM
Serial Number:	78387487	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS
Serial Number:	78372161	PUB STEAK BURGER
Serial Number:	78372175	PUB STYLE BURGER
Registration Number:	2362399	VEAL MARINETTE

CORRESPONDENCE DATA

Fax Number: (918)599-6396
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 918-592-9871
Email: debra.pascoe@crowedunlevy.com
Correspondent Name: Debra L. Pascoe, CLA, Crowe & Dunlevy
Address Line 1: 321 South Boston Avenue
Address Line 2: Kennedy Building, Suite 500
Address Line 4: Tulsa, OKLAHOMA 74103

ATTORNEY DOCKET NUMBER:	07444-00388
NAME OF SUBMITTER:	Debra L. Pascoe, CLA, Crowe & Dunlevy
Signature:	/Debra L. Pascoe, CLA/
Date:	08/31/2006

Total Attachments: 10
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**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), is made as of August 1, 2006 by and between ADVANCE FOOD, INC., an Oklahoma corporation (the "Debtor"), and BANK OF OKLAHOMA, NATIONAL ASSOCIATION, in its capacity as Agent and collateral agent (collectively, the "Agent") for the lenders signatory parties from time to time (collectively, the "Lenders") to the Loan Agreement referred to below (the "Secured Party").

RECITALS

A. Debtor owns and uses certain trademarks which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I-A and Schedule I-B, respectively, attached hereto and by reference made part hereof.

B. Pursuant to a certain First Amended and Restated Loan Agreement dated as of January 3, 2006, as amended by the First Amendment thereto dated effective as of even date herewith among the Debtor, as borrower, the Agent and the Lenders (collectively, as hereafter amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have severally agreed to establish certain credit facilities and extend credit to the Debtor under the Loan Agreement, certain of which credit facilities include the agreement to make loans and issue letters of credit and are evidenced by promissory notes of even date in the respective principal amounts thereof, according to the terms and conditions therein described.

C. Debtor has entered into a First Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in, or incorporated by reference in, the Security Agreement) in favor of Secured Party for the benefit of the Lenders.

D. Pursuant to the Security Agreement, Debtor has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Secured Party for the benefit of the Lenders, all of Debtor's right, title and interest in and to, and granted to Secured Party a security interest, *inter alia*, in the Property (as herein defined), as security for all of the Obligations described and defined in the Security Agreement.

E. As a condition precedent to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Security Agreement, including, without limitation, for purposes of perfecting certain of the security interests granted therein, Secured Party has required that Debtor grant to Secured Party a security interest in and a collateral assignment of the Property.

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. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following term shall have the meaning herein specified (such meaning to be equally applicable to both the singular and plural forms of the term defined):

"Trademarks" means all of the following: (i) all letters trademark of the United States or any other country, all registrations and recordings thereof, and all applications for letters trademark of the United States or any other country, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State or Territory thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedules I-A and I-B attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for all of the Obligations, Debtor hereby grants and conveys a security interest to Secured Party for the benefit of the Lenders, and collaterally assigns to Secured Party for the benefit of the Lenders, all of Debtor's right, title and interest in, to and under the following (collectively, the "Property"):

(a) Each Trademark now or hereafter owned by a Debtor or in which a Debtor now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedules I-A and I-B hereto and any renewals of registrations thereof; and

(b) All products and proceeds of the foregoing, including, without limitation, any claim by a Debtor against third parties for past, present or future infringement of any Trademark, if any, including, without limitation, any Trademark referred to in Schedules I -A and I-B hereto.

Unless and until Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, Secured Party, on behalf of the Lenders and the Financial Counterparties, hereby grants to Debtor the exclusive, nontransferable, royalty-free right and license under the Property for such Debtor's own benefit and account, so that Debtor may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in Debtor's businesses, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Debtor in this paragraph, except that Debtor may sublicense the Property in the ordinary course of Debtor's businesses but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by Secured Party or the Lenders of the rights and remedies accorded thereto under the Security Agreement and by law with respect to the

realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to Debtor shall terminate.

3. Debtor does hereby further acknowledge and affirm that the representations, warranties and covenants of Debtor with respect to the Property and the rights and remedies of Secured Party 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, Secured Party may terminate its security interest in or reconvey to Debtor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Debtor, Secured Party shall, at the expense of Debtor, execute and deliver to Debtor all deeds, assignments and other instruments as Debtor may reasonably request (but without recourse or warranty by Secured Party) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Debtor shall obtain or acquire rights to any new Trademark (including any Trademark application) the provisions of Section 2 shall automatically apply thereto and Debtor shall comply with the terms of the Security Agreement with respect to such new Trademark. Debtor authorizes Secured Party to modify this Agreement by amending Schedules I-A and I-B to include any future Trademarks covered by Section 2 or by this Section 5.

6. Debtor further agrees that (a) neither the Secured Party nor the Lenders shall have any obligation or responsibility to protect or defend the Property and Debtor shall, at their own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, and (b) Debtor shall forthwith advise Secured Party promptly in writing upon detection of material infringements of any of the Property being used in Debtor's businesses.

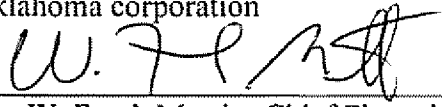
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF OKLAHOMA.

8. Bank of Oklahoma, National Association has been appointed Agent for the Lenders hereunder pursuant to Article VIII of the Loan Agreement. Any successor Agent appointed pursuant to the Loan Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

DEBTOR:


ADVANCE FOOD COMPANY, INC.,
an Oklahoma corporation

By: 
W. Frank Merritt, Chief Financial
Officer and Vice President

Address:
201 South 54th Street
Enid, Oklahoma 73703

SECURED PARTY:

BANK OF OKLAHOMA,
NATIONAL ASSOCIATION.
as Agent for the Lenders

By: 
Laura Christofferson
Senior Vice President

Address:
201 Robert S. Kerr Avenue
Oklahoma City, Oklahoma 73102





SCHEDULE I-A
(acquired from Quik-to-Fix Foods, Inc.)

<u>Title</u>	<u>Filing or Reg. Date</u>	<u>Serial or Reg. No.</u>
Breakfast Pals	7-14-95	1,903,684
Char d'Oeuvre	10-29-91	1,662,616
Charsteaks	9-26-89	1,558,271
Chomps	8-7-03	78284476
Chomps Take a Bite	8-7-03	78284491
Chomps Take a Bite & design (1)	8-7-03	78284577
Crisp N Tender & design (2)	11-21-89	1,567,718
Gorges	3-15-88	1,480,931
Mesquite Broil	11-15-94	1,863,397
Philly Freedom	1-12-04	3121529
Philly Freedom & design (3)	3-19-04	78387487
Pub Steak Burger	2-23-04	78372161
Pub Style Burger	2-23-04	78372175
Quik-to-Fix & design (4)	6-1-76	1,040,675
Quik-to-Fix Foods & design (5)	7-28-98	2,176,679
Redi Ribs	6-9-92	1,693,360
Sindie's Quality Foods	1-2-01	2,417,880
TastyRib	12-24-91	1,669,611
Tejita Bites & design (6)	5-2-89	1,537,518
Tejitas & design (7)	5-2-89	1,537,517
Tenderbroil	3-8-88	1,479,792

SCHEDULE I-B

(Advance Food Company, Inc.)

MARK	GOODS	SERIAL OR REG. NO.	FILING OR REG. DATE	STATUS
IT'S THE VEAL THING	Frozen, breaded and nonbreaded veal slices and veal cutlets	1,296,605	09/18/1984	Renewal due 09/18/2014
IT'S THE VEAL THING & Design	Frozen, breaded and nonbreaded veal slices and veal cutlets	1,332,465	04/23/1985	Renewal due 04/23/2015
VEAL ITALIETTE	Veal	2,362,398	06/27/2000	§§ 8 & 15 affidavits filed 06/27/2006
SMARTSERVE	Chicken breast fillets sold to food service institutions	2,486,586	09/11/2001	§§ 8 & 15 affidavits due 09/11/2007
SMARTSERVE & Design	Chicken breast fillets sold to food service institutions	2,463,199	06/26/01	§§ 8 & 15 affidavits due 06/26/2007
AWESOME ANGUS	Country fried steak for sale to food service institutions	2,484,613	09/04/2001	§§ 8 & 15 affidavits due 09/04/2007
KITCHEN SENSATIONS	Precooked, prepackaged meat	2,681,727	01/29/2003	§§ 8 & 15 affidavits due 01/28/2009
SMARTSERVE and Design	Beef products, namely beef burgers; vegetable based burgers used as a meat substitute, both sold to food service institutions	2,726,469	06/17/2003	§§ 8 & 15 affidavits due 06/17/2009
SMARTSERVE	Beef products and vegetable/based food products sold to food service institutions	2,731,225	07/01/2003	§§ 8 & 15 affidavits due 07/01/2009
SERVING UP SUCCESS	Frozen, precooked, and processed chicken, beef, pork, turkey, veal and lamb; prepackaged entrees consisting primarily of beef, pork and processed vegetables; and chicken, beef, pork, turkey, veal and lamb	2,867,554	07/27/2004	§§ 8 & 15 affidavits due 07/27/2010
VINCELLO VEAL	Veal, veal with added beef	2,866,192	07/27/2004	§§ 8 & 15 affidavits due 07/27/2010

MARK	GOODS	SERIAL OR REG. NO.	FILING OR REG. DATE	STATUS
KITCHEN SENSATIONS	Prepackaged frozen entrees consisting primarily of meat	2,804,581	01/13/2004	§§ 8 & 15 affidavits due 01/13/2010
KITCHEN SENSATIONS & Design	Prepackaged frozen entrees consisting primarily of meat	2,804,582	01/13/2004	§§ 8 & 15 affidavits due 01/13/2010
THE COUNTRY FRIED STEAK EXPERTS	Breaded beef, chicken, pork, veal and turkey	2,885,850	09/21/2004	§§ 8 & 15 affidavits due 09/21/2010
TASTY STEAK	Thinly sliced beef and thinly sliced chicken	2,888,491	09/28/2004	§§ 8 & 15 affidavits due 09/28/2010
VEAL PETITE OSSO BUCO	Veal products	2,928,368	02/22/2005	§§ 8 & 15 affidavits due 02/22/2011
VEAL PETITE RACKS	Veal products	2,968,824	07/12/2005	§§ 8 & 15 affidavits due 07/12/2011
	Veal and veal with added beef	2,896,934	10/26/2004	§§ 8 & 15 affidavits due 10/26/2010
	Meat based breaded appetizers	2,990,140	08/30/2005	§§ 8 & 15 affidavits due 08/30/2011
MUNCHEZE	Meat based breaded appetizers	2,990,141	08/30/2005	§§ 8 & 15 affidavits due 08/30/2011
TASTY FILLET	Chicken	2,996,125	08/13/2005	§§ 8 & 15 affidavits due 09/13/2011
	Breakfast sandwiches and sandwich wraps, namely, sandwiches and sandwich wraps made with sausage, egg, bacon, Canadian bacon and/or cheese fillings, inside a pancake, biscuit, English style muffin or bagel; and luncheon sandwiches and sandwich wraps, namely, sandwiches and sandwich wraps made with beef, chicken, bacon and/or cheese, and bread	76/653,515	01/17/2005	Pending – Examiner's amendment mailed 7/18/06
	Country fried steak	78/710,795	09/12/2005	Pending

MARK	GOODS	SERIAL OR REG. NO.	FILING OR REG. DATE	STATUS
THE LEGEND	Country fried steak	78/710,791	09/12/2005	Pending
EXCLUSIVE CUT	Chicken, beef, veal and pork products	78/710,802	09/12/2005	Pending
VEAL MARINETTE	Veal	2362399	6/27/2000	To Mark for signature 7/21/06