TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ready Pac Produce, Inc.		09/29/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Black Canyon Capital LLC, as Collateral Agent
Street Address:	9665 Wilshire Boulevard, Suite 888
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3132748	GRAND ASIAN
Serial Number:	78835729	GRAND PARISIAN
Serial Number:	78722190	READY BISTRO
Serial Number:	78881749	READY PAC BISTRO
Serial Number:	78765407	SPINACH TEMPTATIONS
Serial Number:	78767620	SPINACH TEMPTATIONS
Serial Number:	78965851	SUMMER SPLASH

CH $190.00 3132748

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	09/29/2006

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO SECURED PARTY PURSUANT TO THIS GRANT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECURED PARTY HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF SEPTEMBER 29, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**SUBORDINATION AGREEMENT**"), BY AND AMONG READY PAC FOODS, INC., BLACK CANYON CAPITAL LLC, AS COLLATERAL AGENT FOR THE HOLDERS (IN SUCH CAPACITY, THE "JUNIOR CREDITOR") AND WELLS FARGO FOOTHILL, INC., AS SENIOR CREDITOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SUBORDINATION AGREEMENT AND THIS GRANT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

WHEREAS, READY PAC PRODUCE, INC., a California corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Ready Pac Foods, Inc., a Delaware corporation (**"Company"**) and each Guarantor listed on the signature pages thereto, have entered into a Purchase Agreement dated as of August 3, 2005 (said Purchase Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Purchase Agreement"**) with Private Capital Partners LLC, as initial Purchaser and Black Canyon Capital LLC, as Collateral Agent, pursuant to which Purchaser has made certain commitments, subject to the terms and conditions set forth in the Purchase Agreement, to purchase the Notes issued by Company; and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of August 3, 2005 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Guaranty"**) in favor of Black Canyon Capital LLC, as collateral agent for the Holders (the "Secured Party"), pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of Company under the Purchase Agreement and the other Note Documents; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 3, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Black Canyon Capital LLC, as collateral agent for the Holders (the "**Secured Party**") and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant

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to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of September, 2006.

READY PAC PRODUCE, INC.

By: _____
Name: Craig E. Delaney
Title: EVP & CFO

LA3:1123269.1

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Trademarks:

	Registered Owner	Trademark Description	Registration Number	Registration Date
1.	Ready Pac Produce, Inc.	GRAND ASIAN (word mark)	3,132,748	08/22/06

U.S. Trademark Applications:

	Applicant	Trademark Description	Application Number	Application Date
1.	Ready Pac Produce, Inc.	GRAND PARISIAN (word mark)	78/835,729	03/13/06
2.	Ready Pac Produce, Inc.	READY BISTRO (word mark)	78/722,190	09/28/05
3.	Ready Pac Produce, Inc.	READY PAC BISTRO (word mark)	78/881,749	05/11/06
4.	Ready Pac Produce, Inc.	SPINACH TEMPTATIONS (word mark)	78/765,407	12/02/05
5.	Ready Pac Produce, Inc.	SPINACH TEMPTATIONS (& design)	78/767,620	12/06/05
6.	Ready Pac Produce, Inc.	SUMMER SPLASH	78/965,851	09/01/06