

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Longhorn SCSF, Ltd.		10/10/2006	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	8401 N. Central Expressway, Ste. 500		
<b>Internal Address:</b>	Attn: Harold Beattie, Jr.		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1105087	FRIGETTE	
Registration Number:	1872273	SCS/FRIGETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214.745.5400		
<b>Email:</b>	bgarrard@winstead.com		
<b>Correspondent Name:</b>	Winstead Sechrest & Minick		
<b>Address Line 1:</b>	P.O. Box 50784		
<b>Address Line 2:</b>	Attn: Beverly Garrard/Trademark Dept.		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	641-82		
<b>NAME OF SUBMITTER:</b>	Robert A. Voigt, Jr		

OP \$65.00 1105087

Signature:

/Robert A. Voigt, Jr./

Date:

10/10/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), is made as of October 10, 2006, by Longhorn SCSF, Ltd., a Delaware limited partnership ("*Debtor*"), in favor of CITIBANK, N.A., as Administrative Agent (together with any successor(s) thereto in such capacity, the "*Secured Party*"), for the benefit of each Secured Creditor.

### BACKGROUND.

Pursuant to the Credit Agreement dated as of October 10, 2006 (such agreement, together with all amendments and restatements, the "*Credit Agreement*"), among Debtor, the various financial institutions as are, or may from time to time become, parties thereto (each, individually, a "*Lender*", and collectively, the "*Lenders*"), and Citibank, N.A., as Administrative Agent, Lenders and L/C Issuer have extended commitments to make Loans to Debtor and issue Letters of Credit for the account of Debtor and certain of its Subsidiaries;

In connection with the Credit Agreement, Debtor has executed and delivered the Security Agreement dated as of October 10, 2006 (such agreement, together with all amendments and restatements, the "*Security Agreement*");

As a condition precedent to the making of the Loans and the issuance of the Letters of Credit (including the initial Loan and Letter of Credit) under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness; and

Debtor has duly authorized the execution, delivery and performance of this Agreement.

### AGREEMENT.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders and L/C Issuer to make Loans and issue Letters of Credit (including the initial Loan and Letter of Credit) pursuant to the Credit Agreement, Debtor agrees, for the benefit of Secured Party and Secured Creditors, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

"Trademark License" means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any governmental

authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for its benefit and the benefit of each Secured Creditor, all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired by it:

(a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;

(b) all applications for Trademarks, including each Trademark application referred to in Item B of Attachment 1 attached hereto; and

(c) all Trademark Licenses, including all Trademark Licenses referred to in Item A of Attachment 1 attached hereto; and

(d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

6. Counterparts. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LONGHORN SCSF, LTD.

By: SCSF GP, LLC, a Delaware limited liability  
company and its sole general partner

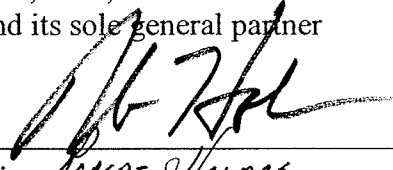
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

CITIBANK, N.A.,  
as Administrative Agent

By: Harold Beattie Jr.  
Print Name: Harold Beattie, Jr.  
Print Title: Vice President

LONGHORN SCSF, LTD.

By: SCSF GP, LLC, a Delaware limited liability company and its sole general partner

By:   
Print Name: ROBERT J. HOLMES  
Print Title: VICE PRESIDENT

CITIBANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

ATTACHMENT I  
to Trademark Security Agreement

Item A	Registered Trademarks
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Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Country of Registration
Longhorn SCSF, Ltd.	Owner	Frigette	1,105,087	11	United States
Longhorn SCSF, Ltd.	Owner	SCS/Frigette	1,872,273	9,11,12	United States

Trademark Licenses

Owner	Licensee	Trademarks Licensed	Country/Registration No.
Longhorn SCSF, Ltd.	Frigette Ltd.	Frigette	United States/1,105,087 Brazil/6999492 Saudi Arabia/41404 Israel/67608

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Item B		Trademark Applications					
Applicant	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
None							

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