

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
STAR MANUFACTURING INTERNATIONAL, INC.		06/30/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL CORPORATION, AS AGENT		
Street Address:	311 SOUTH WACKER DRIVE, SUITE 4400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1658144	CLAMSHELL	
Serial Number:	78550661	GRILL EXPRESS	
Serial Number:	78317813	GRILL-MAX	
Serial Number:	76650053	CHEF SERIES LANG	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenmanLLP		
Address Line 1:	525 West Monroe, Ste. 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00130		
NAME OF SUBMITTER:	Rakhee Verma		

CH \$115.00 1658144

Signature:

/Rakhee Verma/

Date:

10/12/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Dated: June 30, 2006

WHEREAS, Star Manufacturing International, Inc., a Delaware corporation ("**Grantor**"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Star International Holdings, Inc., a Delaware corporation ("**Borrower**"), has entered into that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to Borrower set forth in the Credit Agreement, including the loans and advances made to Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financial accommodations from the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 13, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among Grantor, certain of Grantor's affiliates and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "**Trademarks**" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the year and date first written above.

**STAR MANUFACTURING
INTERNATIONAL, INC.**, a Delaware
corporation

By: Frank Ricchio
Name: Frank Ricchio
Title: President & CEO

Schedule I to Trademark Security Agreement

U.S. Trademark Registrations

Mark	Registration No.	Serial No.	Filing Date
CLAMSHELL ¹	1658144	74018058	1/11/1990

Foreign Trademark Registrations

None.

U.S. Trademark Applications

Mark	Serial No.	Filing Date
GRILL EXPRESS	78/550661	Under rejection
GRILL MAX	78/317813	10/19/04
CHEF SERIES LANG ¹	76650053	11/09/2005

Foreign Trademark Applications

None.

Trademark Licenses

Name of Agreement Parties Date of Agreement

None.

1 To be acquired by Star Manufacturing International, Inc. upon the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of June 21, 2006, between Lang Manufacturing Company and Star Manufacturing International, Inc. Filing with the USPTO will be arranged after perfection of liens.