

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
John Boos & Co.		09/29/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., successor-in-interest to American National Bank and Trust Company of Chicago
Street Address:	111 East Busse Avenue
City:	Mount Prospect
State/Country:	ILLINOIS
Postal Code:	60056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3048892	BOOS
Registration Number:	3040376	JOHN BOOS
Registration Number:	2645683	BOOS BLOCK
Registration Number:	2645684	BOOS BLOCK
Registration Number:	1637535	PRO CHEF
Registration Number:	1200364	PRO-CHEF
Registration Number:	1199293	THE TABLE TAILORS
Serial Number:	78416007	4COOKS BY JOHN BOOS
Serial Number:	78415992	4COOKS

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-609-7897

CH \$240.00 3048892

Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	32925.00.0002
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NAME OF SUBMITTER:	Holly Miller
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Signature:	/Holly Miller/
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Date:	10/16/2006
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Total Attachments: 5

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**REAFFIRMATION OF AND FIRST AMENDMENT TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS REAFFIRMATION OF AND FIRST AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of the 29th day of September, 2006 by and among JPMORGAN CHASE BANK, N.A., a national banking association ("Lender"), as successor in interest to American National Bank and Trust Company of Chicago, and JOHN BOOS & CO., an Illinois corporation (the "Pledgor").

W I T N E S S E T H:

WHEREAS, Pledgor previously entered into that certain Second Amended and Restated Loan and Security Agreement dated as of January 31, 2001 (the "Prior Loan Agreement"), by and among the Pledgor, JBC Holding Co., a Delaware corporation as successor by merger to JBC Holding Co., an Illinois corporation, John Boos & Co., f/k/a JBC Acquisition Corp., an Illinois corporation, Shain/Shop-Bilt, Inc., a Pennsylvania corporation, and BK Resources, Inc., an Illinois corporation (collectively the "Borrowers"), and the Lender, pursuant to which Lender has made certain loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers;

WHEREAS, Lender required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities under the Prior Loan Agreement, that Pledgor execute and deliver a Trademark and License Security Agreement dated as of January 31, 2001 in favor of Lender (the "Agreement");

WHEREAS, Borrowers and Lender are in the process of amending and restating the Prior Loan Agreement pursuant to that certain Third Amended and Restated Loan and Security Agreement of even date herewith (as amended, modified or restated from time to time, the "Amended Loan Agreement") pursuant to which Lender has agreed to extend, increase and/or advance new loans and other financial accommodations to Borrowers (the "Amended Loans"); and

WHEREAS, in consideration of the Amended Loans heretofore or hereinafter made to Borrowers by Lender, Lender has required Pledgor to hereby amend the Agreement pursuant to this Amendment such that the Agreement serves as security for repayment of all of the Amended Loans as well as any and all other amounts owed to Lender under the terms of the Amended Loan Agreement or any other original or amended loan document executed in connection therewith (collectively, the "Loan Documents").

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated herein by this reference as if fully set forth below, the Lender's agreement to modify the terms of the Loan Documents, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the

extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. The Agreement is hereby amended to provide that any and all references to the term "Loan Agreement" in the Agreement shall be deemed to refer to and include that certain Third Amended and Restated Loan and Security Agreement of even date herewith among Borrowers and Lender, as may be amended, modified or restated from time to time. Schedule A to the Agreement is hereby amended and restated with Schedule A attached hereto.

3. Representations and Warranties. The representations and warranties set forth in the Agreement shall be deemed remade and affirmed as of the date hereof by Pledgor, except that any and all references to the Loan Agreement in such representations, warranties and covenants shall be deemed to refer to the Amended Loan Agreement referenced in this Amendment.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Agreement. Pledgor expressly acknowledges and agrees that the Agreement constitutes the legal, valid and binding obligation of Pledgor enforceable in accordance with its terms by Lender against Pledgor and Pledgor expressly reaffirms its obligations under the Agreement (as amended by this Amendment). Pledgor further expressly acknowledges and agrees that the Lender has a valid, duly perfected, first priority and fully enforceable security interest in and lien against each Trademark and License owned by Borrower (the "Collateral"). Pledgor agrees that it shall not dispute the validity or enforceability of the Agreement or any of the other loan documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Lender's security interest in or lien against any item of Collateral, in any judicial, administrative or other proceeding.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

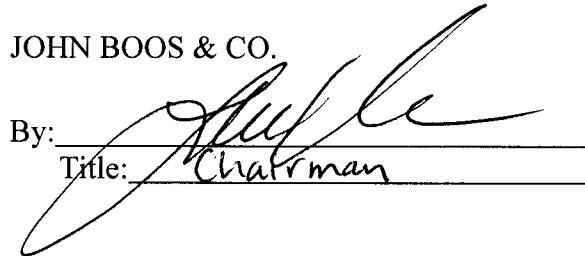
[SIGNATURE PAGE FOLLOWS]

(Signature Page to Reaffirmation of and First Amendment to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Trademark and License Agreement as of the date first above written.

PLEDGOR:

JOHN BOOS & CO.

By: 
Title: Chairman

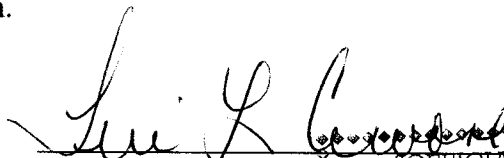
ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

JPMORGAN CHASE BANK, N.A.

By: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Reaffirmation of and First Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 29 day of September, 2006 by Louis Kenter, personally known to me to be the Chairman of John Boos & Co., an Illinois corporation, on behalf of such corporation.


Notary Public "OFFICIAL SEAL"
 TERI L. CERVONE
 Notary Public, State of Illinois
My commission expires: 10/26/07

(Signature Page to Reaffirmation of and First Amendment to Trademark and License Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Trademark and License Agreement as of the date first above written.

PLEDGOR:

JOHN BOOS & CO.

By: _____
Title: _____

ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

JPMORGAN CHASE BANK, N.A.

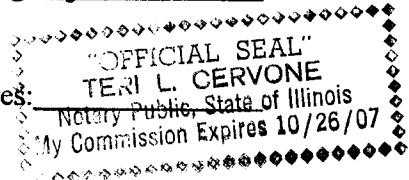
By: [Signature]
Its: Unaffiliated

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Reaffirmation of and First Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 29 day of September, 2006 by _____, personally known to me to be the _____ of John Boos & Co., an Illinois corporation, on behalf of such corporation.

[Signature]
Notary Public

My commission expires:



SCHEDULE A
to Trademark and License Security Agreement

TRADEMARKS

John Boos & Co.:

<u>Trademark/Patent</u>	<u>Country</u>	<u>Registration No.</u>
BOOS	USA	3,048,892
JOHN BOOS	USA	3,040,376
BOOS BLOCK	USA	2,645,683
BOOS BLOCK (stylized)	USA	2,645,684
PRO CHEF	USA	1,637,535
PRO-CHEF	USA	1,200,364
THE TABLE TAILORS	USA	1,199,293
4COOKS BY JOHN BOOS	USA	(In Process)
4COOKS	USA	(In Process)
BOOS	EUROPE	004,115,432
BOOS BLOCK	EUROPE	004,115,416
4COOKS BY JOHN BOOS	EUROPE	004,115,408