

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lettieri's, Inc.		10/30/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Allied Capital Corporation
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2510971	BLASTERS
Registration Number:	2582693	BR-EGG-FAST
Registration Number:	2528719	BRUNCH STIX
Registration Number:	2441346	CHEF'S BEST
Registration Number:	2527947	FAST-SNACK
Registration Number:	2594783	FLAVOR-FULL POPS
Registration Number:	2635860	FLAVOR-POPS
Registration Number:	2518208	FUN STIX
Registration Number:	2556006	HANDI-BAKES
Registration Number:	2557695	HARDY STIX
Registration Number:	2133719	HERITAGE BAKERY
Registration Number:	2915735	LETTIERI'S
Registration Number:	2352265	L'I'L TASTERS
Registration Number:	2491567	PITA-BOWL

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Registration Number:	2520633	QUICK-BITE
Registration Number:	2871938	QUICK STIX
Registration Number:	2532607	SNACK-SAVORS
Registration Number:	2602144	SPIRAL STIX
Registration Number:	2762994	STROMBOLINI
Registration Number:	2765914	STUFFED BAGUETTE
Registration Number:	2715530	TEAR 'N SHARE
Registration Number:	2115142	TUTTO GUSTO
Registration Number:	2928391	WRAP-DOGS!
Registration Number:	3071598	BUENOS AMIGOS
Registration Number:	1663536	OSCAR MAYER
Serial Number:	78931093	CIABATTA SQUARES
Serial Number:	78651761	BREAKFAST MELTS
Serial Number:	75762283	HOT SNACKS

CORRESPONDENCE DATA

Fax Number: (212)836-6777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 836-7416
Email: cbritton@kayescholer.com
Correspondent Name: Christopher Britton, Esq.
Address Line 1: 425 Park Avenue
Address Line 2: c/o Kaye Scholer LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Johanne Remy
Signature:	/s/ Johanne Remy
Date:	11/01/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 30, 2006 (this "Trademark Security Agreement"), is entered into by and among LETTIERI'S, INC., a Minnesota corporation ("Grantor"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, in its capacity as Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Second Lien Credit Agreement, dated February 2, 2006, as amended and restated as of the date hereof (as such agreement may be further amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), by and among the Secured Party, Hot Stuff Foods, LLC, a South Dakota limited liability company (the "Borrower"), HSF Acquisition Company, LLC (f/k/a KOFS Acquisition Company, LLC), a Delaware limited liability company, HSFL Acquisition Company, LLC, a Delaware limited liability company ("HSFL Holdings"), and the lenders from time to time party thereto (the "Lenders") pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to the Borrower upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of the date hereof, among the Grantor, HSFL Holdings and the Secured Party (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), the Grantor has granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral of the Grantor, including without limitation the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule "A" attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm the Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from the Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in

Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

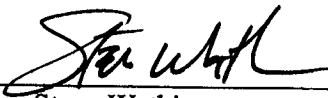
7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

LETTIERI'S, INC.

By: 
Name: Steve Watkins
Title: Chief Financial Officer, Treasurer
and Secretary

ACCEPTED:

**ALLIED CAPITAL CORPORATION, as
Secured Party**

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

LETTIERI'S, INC.

By: _____
Name: Steve Watkins
Title: Chief Financial Officer, Treasurer
and Secretary

ACCEPTED:

**ALLIED CAPITAL CORPORATION, as
Secured Party**

By: 
Name: *BENTON CUMMINGS*
Title: *Principal*

SCHEDULE A

Trademark Collateral

<u>Grantor</u>	<u>Trademark</u>	<u>Date Granted</u>	<u>Registration No. and Jurisdiction</u>
Lettieri's, Inc.	BLASTERS	11/20/01	2,510,971 United States
Lettieri's, Inc.	BR-EGG-FAST	6/18/02	2,582,693 United States
Lettieri's, Inc.	BRUNCH STIX	1/8/02	2,528,719 United States
Lettieri's, Inc.	CHEF'S BEST	4/3/01	2,441,346 United States
Lettieri's, Inc.	FAST-SNACK	1/8/02	2,527,947 United States
Lettieri's, Inc.	FLAVOR-FULL POPS	7/16/02	2,594,783 United States
Lettieri's, Inc.	FLAVOR-POPS	10/15/02	2,635,860 United States
Lettieri's, Inc.	FUN STIX	12/11/01	2,518,208 United States
Lettieri's, Inc.	HANDI-BAKES	4/2/02	2,556,006 United States
Lettieri's, Inc.	HARDY STIX	4/9/02	2,557,695 United States
Lettieri's, Inc.	HERITAGE BAKERY	2/3/98	2,133,719 United States
Lettieri's, Inc.	LETTIERI'S	1/4/2005	2,915,735 United States
Lettieri's, Inc.	L'L TASTERS	5/23/00	2,352,265 United States
Lettieri's, Inc.	PITA-BOWL	9/18/01	2,491,567 United States
Lettieri's, Inc.	QUICK-BITE	12/18/01	2,520,633 United States
Lettieri's, Inc.	QUICK STIX	4/20/04	2,871,938 United States

<u>Grantor</u>	<u>Trademark</u>	<u>Date Granted</u>	<u>Registration No. and Jurisdiction</u>
Lettieri's, Inc.	SNACK-SAVORS	1/22/02	2,532,607 United States
Lettieri's, Inc.	SPIRAL STIX	7/30/02	2,602,144 United States
Lettieri's, Inc.	STROMBOLINI	9/9/03	2,762,994 United States
Lettieri's, Inc.	STUFFED BAGUETTE	9/16/03	2,765,914 United States
Lettieri's, Inc.	TEAR 'N SHARE	5/13/03	2,715,530 United States
Lettieri's, Inc.	TUTTO GUSTO	11/25/97	2,115,142 United States
Lettieri's, Inc.	WRAP-DOGS	2/22/2005	2,928,391 United States
Lettieri's, Inc.	BUENOS AMIGOS	3/21/06	3,071,598 United States

<u>Grantor (Licensor/Licensee)</u>	<u>Trademark License (Title/Agreement/ Subject Matter)</u>	<u>Date Granted</u>	<u>Registration No. and Jurisdiction</u>
Lettieri's, Inc. (Licensee)	Consent to Use Trademark of Kraft Food Holdings, Inc. dated September 14, 2005	September 14, 2005	1663536 United States
Kraft Foods Holdings, Inc. (Licensor)	OSCAR MAYER and Design	Extended on September 29, 2006	

<u>Grantor</u>	<u>Trademark Application</u>	<u>Date Filed</u>	<u>Application No. and Jurisdiction</u>
Lettieri's, Inc.	CIABATTA SQUARES	7/17/06	78/931093
Lettieri's, Inc.	BREAKFAST MELTS	6/16/05	78/651761
Lettieri's, Inc.	HOT SNACKS	7/28/99	75/762,283 ¹

<u>Grantor</u>	<u>Trademark</u>	<u>Other Relevant Information regarding Unregistered Trademark</u>
Lettieri's, Inc.	LETTIERI'S AND DESIGN	None.
Lettieri's, Inc.	BUENOS AMIGOS AND DESIGN	None.

¹ This trademark application has been abandoned.