

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIP Sales Company, Inc.		11/14/2006	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	600 California Street
Internal Address:	19th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	National Association: CALIFORNIA

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1987014	BASIC VALUE
Registration Number:	1198115	FOOD TREND
Registration Number:	2610017	TAI PEI
Registration Number:	2507358	TAI PEI
Registration Number:	1962750	BEIJING
Registration Number:	1952946	FRESHER THAN FRESH
Registration Number:	1991700	FRESHER THAN FRESH
Registration Number:	2039344	FRESHER THAN FRESH
Registration Number:	2000563	MANDARIN
Registration Number:	1807748	QUICK OVEN CRISPY
Registration Number:	3118201	STEAMWORKS
Registration Number:	1793769	VIP FRANCISCAN
Registration Number:	1825900	VIP HOME FIXIN'S

CH \$790.00 1987014

Registration Number:	2079527	VIP QUALITY PLUS
Registration Number:	2671367	VIP QUICKFIX SIDES
Registration Number:	2066150	VIP STIR-FRY HUNAN
Registration Number:	1982085	VIP STIRFRY LO MEIN
Registration Number:	1679556	VIP MANDARIN
Registration Number:	1694652	VIP QUICKFIX FROZEN FRESH GRADE A FANCY
Registration Number:	1499788	VIP
Registration Number:	1443442	VIP FRESHER THAN FRESH
Registration Number:	1454503	VIP GOURMET
Registration Number:	0899805	WHIP-EE
Registration Number:	0899312	V. I. P.
Registration Number:	0899311	VIP
Registration Number:	2155019	VIP 10 MINUTE MEAL
Registration Number:	1478856	VIP VEGGIE COMBOS
Serial Number:	78483506	FRESH JUST ISNT FRESH ENOUGH
Serial Number:	78872002	NATURAL DESSERTS
Serial Number:	78599272	NUTRA-DRINK
Serial Number:	78443874	SPUDWORKS

CORRESPONDENCE DATA

Fax Number: (415)984-8701
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-984-8700
Email: markmiller@omm.com
Correspondent Name: Mark E. Miller
Address Line 1: 275 Battery Street
Address Line 2: 26th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	0918120-00336
NAME OF SUBMITTER:	Scott D. Sanford
Signature:	/Scott D. Sanford/
Date:	11/14/2006

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, VIP SALES COMPANY, INC., an Oklahoma 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, Grantor (as the surviving corporation of the merger with VIP Sales Acquisition Corp., a Delaware corporation), is a party to that certain Credit Agreement dated as of August 18, 2006 (said Credit 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 "**Credit Agreement**") with VIP Sales Holding Corp., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 18, 2006 (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, 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 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 interest (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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Grant of Trademark Security Interest
to Security Agreement

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 6th day of October, 2006.

VIP SALES COMPANY, INC.

By: 
Name: Rajat Duggal
Title: Vice President

Grant of Trademark Security Interest
to Security Agreement

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
VIP Sales Company, Inc.	BASIC VALUE	1987014	07/16/1996
VIP Sales Company, Inc.	FOOD TREND	1198115	06/15/1982
VIP Sales Company, Inc.	TAI PEI	2610017	08/20/2002
VIP Sales Company, Inc.	TAI PEI	2507358	11/13/2001
VIP Sales Company, Inc.	BEIJING	1962750	03/19/1996
VIP Sales Company, Inc.	FRESHER THAN FRESH	1952946	01/30/1996
VIP Sales Company, Inc.	FRESHER THAN FRESH	1991700	08/06/1996
VIP Sales Company, Inc.	FRESHER THAN FRESH	2039344	02/18/1997
VIP Sales Company, Inc.	MANDARIN	2000563	09/17/1996
VIP Sales Company, Inc.	QUICK OVEN CRISPY	1807748	11/30/1993
VIP Sales Company, Inc.	STEAMWORKS	3118201	07/18/2006
VIP Sales Company, Inc.	VIP FRANCISCAN	1793769	09/21/1993
VIP Sales Company, Inc.	VIP HOME FIXIN'S	1825900	03/08/1994
VIP Sales Company, Inc.	VIP QUALITY PLUS	2079527	07/15/1997
VIP Sales Company, Inc.	VIP QUICKFIX SIDES	2671367	01/07/2003
VIP Sales Company, Inc.	VIP STIR-FRY HUNAN	2066150	06/03/1997
VIP Sales Company, Inc.	VIP STIRFRY LO MEIN	1982085	06/25/1996

Grant of Copyright Security Interest
to Security Agreement

VIP Sales Company, Inc.	VIP MANDARIN	1679556	03/17/1992
VIP Sales Company, Inc.	VIP QUICKFIX FROZEN FRESH GRADE A FANCY	1694652	06/16/1992
VIP Sales Company, Inc.	VIP	1499788	08/09/1988
VIP Sales Company, Inc.	VIP FRESHER THAN FRESH	1443442	06/16/1987
VIP Sales Company, Inc.	VIP GOURMET	1454503	08/25/1987
VIP Sales Company, Inc.	WHIP-EE	0899805	09/29/1970
VIP Sales Company, Inc.	V.I.P.	0899312	09/22/1970
VIP Sales Company, Inc.	VIP	0899311	09/22/1970
VIP Sales Company, Inc.	VIP 10 MINUTE MEAL	2155019	05/05/1998
VIP Sales Company, Inc.	VIP VEGGIE COMBOS	1478856	03/01/1988
VIP Sales Company, Inc.	VIP SALES COMPANY, INC.	28343	09/18/1996
VIP Sales Company, Inc.	VIP SALES COMPANY, INC.	20848	08/13/1986
VIP Sales Company, Inc.	FRESH JUST ISN'T FRESH ENOUGH	78483506	09/14/2004
VIP Sales Company, Inc.	NATURAL DESSERTS	78872002	04/28/2006
VIP Sales Company, Inc.	NUTRA-DRINK	78599272	03/31/2005
VIP Sales Company, Inc.	SPUDWORKS	78443874	06/30/2004

Grant of Copyright Security Interest
to Security Agreement

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RECORDED: 11/14/2006

TRADEMARK
REEL: 003427 FRAME: 0775