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
Discovery Foods, LLC		11/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

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:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2012708	JUNGLE JON'S
Registration Number:	2147437	LING LING
Registration Number:	2353839	LING LING
Registration Number:	2866509	SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE
Registration Number:	2560471	SPAZZIO
Registration Number:	2203674	SAN FRANCISCO DIM SUM CO. POTSTICKERS
Registration Number:	2042334	ZOMBIE
Registration Number:	3134334	LING LINGS
Registration Number:	3131139	LING LINGS
Registration Number:	3032245	LING LINGS
Registration Number:	3032370	LING LING
Registration Number:	3032244	LING LING
Registration Number:	3050596	

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Registration Number:	3050732	
Serial Number:	78090716	SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE
Serial Number:	78011410	YUMPLINGS
Serial Number:	78019229	YUMPLINGS
Serial Number:	78596802	TORPEDOZ
Serial Number:	78564395	TORPEDOES
Serial Number:	78596816	
Serial Number:	78596831	DINNER WITH A SMILE

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:	0918120-336
NAME OF SUBMITTER:	Scott D. Sanford
Signature:	/Scott D. Sanford/
Date:	11/15/2006

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DISCOVERY FOODS, LLC, a Delaware limited liability company (**"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, is a party to that certain First Amended and Restated Credit Agreement dated as of October 6, 2006 (said First Amended and Restated 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 Company, Inc., an Oklahoma corporation, 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 that certain First Amended and Restated Security Agreement dated as of October 6, 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 (as defined below);

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

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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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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 __ day of November, 2006.

DISCOVERY FOODS, LLC

By: Timothy W. Nelson
Name: TIMOTHY W. NELSON
Title: CFO

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Owner	Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
Discovery Foods, LLC	Jungle Jon's	2,012,708	10/29/1996
Discovery Foods, LLC	Ling Ling & Design	2,147,437	03/31/1998
Discovery Foods, LLC	Ling Ling & Design	2,353,839	05/30/2000
Discovery Foods, LLC	Spazzio An Exquisite Italian Experience & Design	2,866,509	07/27/2004
Discovery Foods, LLC	Spazzio	2,560,471	4/9/2002
Discovery Foods, LLC	San Francisco Dim Sum Co. Potstickers & Design	2,203,674	11/17/1998
Discovery Foods, LLC	Zombie	2,042,334	03/04/1997
Discovery Foods, LLC	LING LINGS	3134334	08/22/2006
Discovery Foods, LLC	LING LINGS	3131139	08/15/2006
Discovery Foods, LLC	LING LINGS	3032245	12/20/2005
Discovery Foods, LLC	LING LING	3032370	12/20/2005
Discovery Foods, LLC	LING LING	3032244	12/20/2005
Discovery Foods, LLC	Design Only	3050596	01/24/2006
Discovery Foods, LLC	Design Only	3050732	01/24/2006
Discovery Foods, LLC	Ling Ling	TMA491542	3/18/1998
Discovery Foods, LLC	Spazzio & Design	78/090716	10/29/2001
Discovery Foods, LLC	Yumplings	78/011410	06/6/2000
Discovery Foods, LLC	Yumplings & Design	78/019229	08/1/2000
Discovery Foods, LLC	TORPEDOZ	78/596802	03/29/2005
Discovery Foods, LLC	TORPEDOES	78/564395	02/10/2005
Discovery Foods, LLC	Design Only	78/596816	03/29/2005
Discovery Foods, LLC	DINNER WITH A SMILE	78/596831	03/29/2005