

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Keystone Foods LLC | | 11/17/2006 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ING Capital LLC | | |
| Street Address: | 1325 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2084795 | COOSA VALLEY FOODS | |
| Registration Number: | 1698455 | KEY FARMS | |
| Registration Number: | 2788438 | KEY FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)572-5128 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404.572.3427 | | |
| Email: | slee@kslaw.com | | |
| Correspondent Name: | King & Spalding LLP | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 2: | c/o Semi Lee | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Semi Lee | | |
| Signature: | /S/ Semi Lee | | |

CH \$90.00 2084795

Date:

11/21/2006

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, KEYSTONE FOODS LLC, a Delaware Limited Liability Company (the "Grantor") with principal offices at Five Tower Bridge, 300 Barr Harbor Drive, Suite 600, West Conshohocken, PA 19428, hereby grants to ING Capital LLC, as Administrative Agent Agent, with principal offices 1325 Avenue of the Americas, New York, NY 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Domestic Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 17, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the termination of the Grantor's Obligations (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

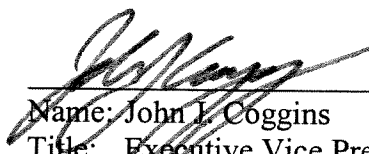
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 17 day of November, 2006.

KEYSTONE FOODS LLC,
as Grantor

By:

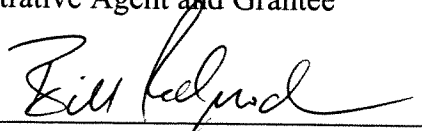


Name: John L. Coggins

Title: Executive Vice President and Chief
Financial Officer

ING CAPITAL LLC,
as Administrative Agent and Grantee

By:

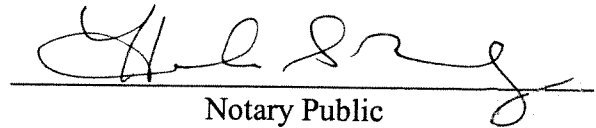


Name:

Title:

STATE OF)
) ss:
COUNTY OF)

On this 16th day of November, 2006, before me personally came John J. Coggins, who being duly sworn, did depose and say that he is the Executive Vice President and Chief Financial Officer of Keystone Foods LLC, (“Company”), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.



A handwritten signature in cursive script, appearing to read 'Hannah S. Whang', is written over a horizontal line.

Notary Public

HANNAH S. WHANG
Notary Public, State of New York
No. 01WH6147230
Qualified in New York County
Commission Expires May 30, 2010

SCHEDULE A

UNITED STATES

MARK

Coosa Valley Foods
Key Farms
Key Farms & Design

REG. NO.

2,084,795
1,698,455
2,788,438

REG. DATE

July 29, 1997
June 30, 1992
December 2, 2003