

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Exclusive License in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windsor Quality Food Company Ltd.		11/28/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1520021	ELFIN LOAVES	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509333/0015		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$40.00 1520021

Date:

11/29/2006

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 28, 2006 is made by Windsor Quality Food Company Ltd., a Texas limited partnership, located at 3355 West Alabama, Suite 730, Houston, Texas 77098, in favor of JPMorgan Chase Bank, N.A., a national banking association, located at P.O. Box 2558, Houston, Texas, 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of November 28, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Windsor Quality Holdings LP, a Delaware limited partnership ("Holdings"), Windsor Quality Food Company Ltd. ("Borrower"), the Lenders, the Agent, Amegy Bank National Association and Cooperatieve Centrale Raiffesen Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as Co-Documentation Agents, and Bank of America N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Borrower has executed and delivered a Amended and Restated Security Agreement, dated as of November 28, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

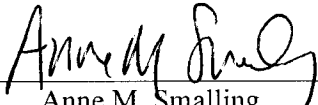
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 28th day of November, 2006.

WINDSOR QUALITY FOOD COMPANY LTD.
as Borrower

By: WQFCGP, LLC, its general partner

By: 
Anne M. Smalling
Chairman

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for Lenders

By: _____
Terrence E. Hill
Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 28th day of November, 2006.

WINDSOR QUALITY FOOD COMPANY LTD.
as Borrower

By: WQFCGP, LLC, its general partner

By: _____
Anne M. Smalling
Chairman

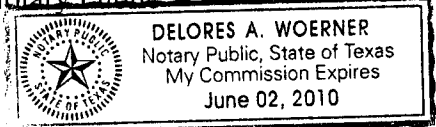
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for Lenders

By: _____
Terrence E. Hill
Vice President

ACKNOWLEDGMENT OF BORROWER

STATE OF Texas)
) ss
COUNTY OF Travis)

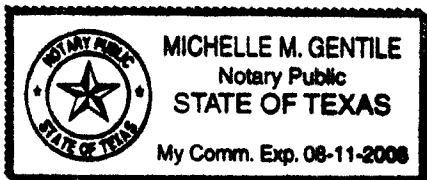
On the 28 day of November, 2006, before me personally came Anne Smalling, who is personally known to me to be the Chairman of Windsor Quality Food Company Ltd., a Texas limited partnership; who, being duly sworn, did depose and say that she/he is the General Partner in such limited partnership, the limited partnership described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [governing body of entity — ie, Board of Directors] of such limited partnership; and that she/he acknowledged said instrument to be the free act and deed of said limited partnership.

Delores A. Woerner
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF)
) ss
COUNTY OF)

On the 28th day of NOV., 2006, before me personally came Terrence F Hill, who is personally known to me to be the Vice-President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the _____ in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Michelle M. Gentile
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
Bernardi	2,110,455
Bernardi Frozen Italian Specialties & Design	2,111,859
Bernardi Frozen Italian Specialties & Design (Banner)	1,406,976
Cripple Creek	2,045,672
Cripple Creek Bar-B-Que Brand & Design	2,068,831
Golden Tiger & Design	1,820,326
Misc. Design (Chili Man)	1,703,526
Mona's	1,091,510
Mona's & Design (Banner)	2,026,741
Mona's & Design (In Banner)	1,409,705
Mona's & Design (In Banner)	1,403,359
Mona's Pasta Café	2,234,418
The Original Chili Bowl	1,493,335
Traditional American	1,775,996
Windsor Frozen Foods & Design	2,647,667
Garden Trio Tortellini	2,955,545
Traditions by Bernardi A Taste of Authentic Italy	2,911,691
E-Z Eats	3,002,618
Emerald Garden	3,018,476
Firecrackers	3,006,920
Fusion Stix	76/648,014
Petite Cuisine	76/668,712
Dino Pasta	76/668,702
Craveable Microwaveable Snacks	76/668,703

U.S. Trademark Exclusive Licenses

1. That certain Exclusive Trademark License Agreement by and between Keebler Company, a Delaware corporation, and Windsor Quality Food Company Ltd. with respect to the Trademark, Elfin Loaves, U.S. Registration Number 1,520,021.