

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Specialty Brands, L.P.		11/28/2006	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 49**

Property Type	Number	Word Mark
Registration Number:	2230869	BUTCHER BOY
Registration Number:	1125687	BAR-B-Q-SNAK
Registration Number:	2380023	BRC
Registration Number:	2226325	BUTCHER BOY
Registration Number:	0806433	BUTCHER BOY
Registration Number:	0927829	CISCO'S
Registration Number:	1261065	
Registration Number:	1290352	FRED'S PAK-2
Registration Number:	2540959	FRED'S FOR STARTERS
Registration Number:	2636034	GREAT FOOD WITH AN ACCENT!
Registration Number:	2815624	HOTZZARELLA
Registration Number:	1326248	IMPERIAL KITCHENS
Registration Number:	2510986	JOSE OLE

**OP \$1240.00 2230869**

Registration Number:	2628945	JOSE OLE
Registration Number:	2334467	LITTLE JUAN
Registration Number:	1593266	LITTLE JUAN
Registration Number:	0866509	LITTLE JUAN
Registration Number:	0897472	M
Registration Number:	1799560	M-A-R-Q-U-E-Z
Registration Number:	2228882	MARQUEZ
Registration Number:	2427450	MEXI-MINIS
Registration Number:	2133201	PACIFIC TORTILLA KITCHEN
Registration Number:	1133424	PIZZA-SNAK
Registration Number:	2230826	POSADA
Registration Number:	1293083	POSADA
Registration Number:	1656388	POSADA
Registration Number:	1776006	POSADA DELI-FEST
Registration Number:	2142920	ROTANELLI'S
Registration Number:	2187412	ROTANELLI'S ORIGINALE
Registration Number:	2228938	ROTANELLI'S ORIGINALE
Registration Number:	2187417	ROTANELLI'S SIGNATURA
Registration Number:	1662620	ROTANELLI'S VALORE
Registration Number:	1090116	TACO-SNAK
Registration Number:	2417812	THE GREAT FOLDINI
Registration Number:	2841229	TORTILLA CRISPERS
Registration Number:	2952009	FIESTA-MINIS
Registration Number:	2916773	MAC & CHEESE BITES
Registration Number:	3093542	MAC & CHEESE BITES
Registration Number:	2901450	GOLDEN VALUE
Registration Number:	2895004	GRILLQUITO
Registration Number:	3030776	BIG & SPICY
Registration Number:	3104394	TASTE THE FIESTA
Registration Number:	3110852	TASTE THE FIESTA! JOSÉ OLÉ
Registration Number:	3165630	FIRE-GRILLED FIESTA
Serial Number:	76582268	BLAZIN' FIRE RINGS
Serial Number:	76656615	COOLEST MOM ON THE BLOCK
Serial Number:	76656232	FRED'S THE ORIGINAL
Serial Number:	76656233	FRED'S

Serial Number:

76637977

FIESTA BAKES

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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/

Date:

11/29/2006

**Total Attachments: 8**

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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 Specialty Brands, L.P., a Delaware limited partnership, located at 4200 East Concourses Dr., Ontario, California, 91764, (“Obligor”) 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 Raiffeisen 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, Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor'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 Obligor 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 Obligor 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.

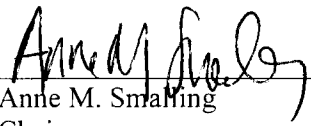
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[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.

**SPECIALTY BRANDS, L.P.**, a Delaware limited partnership

By: SBIGP, LLC, its general partner

By:  \_\_\_\_\_  
Anne M. Smalting  
Chairman

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

By: \_\_\_\_\_  
Terrence E. Hill  
Vice President

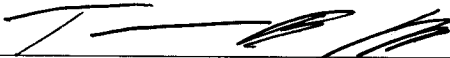
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By: \_\_\_\_\_  
Anne M. Smalling  
Chairman

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

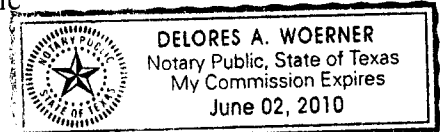
By:  \_\_\_\_\_  
Terrence E. Hill  
Vice President

ACKNOWLEDGMENT OF BORROWER

STATE OF Texas )  
 ) ss  
COUNTY OF Travis )

On the 28 day of November, 2006, before me personally came Anne Smalting, who is personally known to me to be the Chairman of Specialty Brands, L.P., a Delaware 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)





**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration or Serial Number</b>
Butcher Boy	2,230,869
Bar-B-Q-Snak	1,125,687
BRC	2,380,023
Butcher Boy	2,226,325
Butcher Boy & Design	806,433
Cisco's	927,829
Design of Mexican Boy	1,261,065
Fred's Pak-2	1,290,352
Fred's For Starters	2,540,959
Great Food With An Accent!	2,636,034
Hotzzarella	2,815,624
Imperial Kitchens	1,326,248
Jose Ole	2,510,986
Jose Ole & Design	2,628,945
Little Juan	2,334,467
Little Juan & Design	1,593,266
Little Juan & Design	866,509
M & Design	897,472
M.A.R.Q.U.E.Z. & Des	1,799,560
Marquez	2,228,882
Mexi-Minis	2,427,450
Pacific Tortilla Kitchen	2,133,201
Pizza-Snak	1,133,424
Posada	2,230,826
Posada & Design	1,293,083
Posada & Design	1,656,388
Posada Deli-Fest	1,776,006
Rotanelli's	2,142,920
Rotanelli's Originale	2,187,412
Rotanelli's Originale	2,228,938
Rotanelli's Signatura	2,187,417
Rotanelli's Valore	1,662,620
Taco-Snak	1,090,116
The Great Foldini	2,417,812
Tortilla Crispers	2,841,229
Fiesta Minis	2,952,009
Mac & Cheese Bites	2,916,773
Mac & Cheese Bites & Design	3,093,542
Golden Value	2,901,450
Grillquito	2,895,004
Big N' Spicy	3,030,776
Taste the Fiesta	3,104,394
Taste The Fiesta! Jose Ole & Design	3,110,852

Fire-Grilled Fiesta	3,165,630
Blazin' Fire Rings	76/582,268
Coollest Mom On The Block	76/656,615
Fred's The Original	76/656,232
Fred's	76/656,233
Fiesta Bakes	76/637,977