

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SAR FOOD CONCEPTS LIMITED		10/30/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYNAT BUSINESS CAPITAL INC.		
<b>Street Address:</b>	100 North Tyron St. , Suite 3720		
<b>Internal Address:</b>	Bank of America Corporate Ctr.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3070898	KATO'S CAJUN	
Registration Number:	3070891	KATO'S CAJUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)701-7711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-701-7237		
<b>Email:</b>	cdore@mayerbrownrowe.com		
<b>Correspondent Name:</b>	Christopher Dore		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 2:</b>	Mayer Brown Rowe & Maw LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-4637		
<b>NAME OF SUBMITTER:</b>	Christopher Dore		
<b>Signature:</b>	/Christopher Dore/		

OP \$65.00 3070898

Date:

12/21/2006

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Security Agreement") is made and entered into effective as of October 30, 2006 ("the Effective Date"), by and between SAR FOOD CONCEPTS LIMITED, a Delaware corporation (together with its permitted successors and assigns, the "Issuer"), and ROYNAT BUSINESS CAPITAL INC., a Delaware corporation (together with its permitted successors and assigns, the "Lender").

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all obligations of Issuer under the Credit Agreement, Security Agreement and Guaranty dated October 30, 2006 among the Issuer, various affiliates of the Issuer and Lender (the "Credit Agreement") and the Loan Documents, as defined in the Credit Agreement, Issuer hereby grants to Lender a security interest in and to all right, title and interest of Issuer in and to any Trademarks as set forth on Schedule 1 attached hereto ("Trademarks") as security for Issuer's obligations under the Credit Agreement and the Loan Documents. Schedule 1 shall be amended from time to time to include any after-acquired Trademarks.

2. Warranties and Representations. Issuer covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Issuer is the sole and exclusive owner of the entire and unencumbered right and interest to the Trademarks; and

(c) Issuer has the unqualified right to enter into this Security Agreement and perform its terms.

3. Events of Default. The term Event of Default, as used herein, shall have the same meaning as Event of Default has in the Credit Agreement.

4. Issuer's Right to Use Trademarks. Unless and until an Event of Default shall occur and be continuing, Issuer shall retain all of its rights to the Trademarks but shall not be permitted to assign, transfer or otherwise encumber its rights under the Trademarks without Lender's consent except to an Affiliate upon notice to the Lender and, if requested by Lender, delivery of a security agreement in form satisfactory to the Lender.

5. Lender's Rights. If any Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Security Agreement, and the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks apply and, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Issuer, all of which are hereby expressly waived, and without advertisements, the right to realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Issuer may have therein.

6. Power of Attorney. If any Event of Default shall have occurred and be continuing, Issuer hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select in its exclusive discretion, as Issuer's true and lawful attorney-in-fact, with the power to endorse Issuer's name on all documents, papers and instruments necessary for Lender to realize upon the Trademarks. Issuer hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Security Agreement.

7. Protection of Rights in the Trademarks.

(a) Subject to the Credit Agreement, Issuer shall take all actions reasonably necessary to protect, defend and enforce Lender's rights in the Trademarks. Issuer shall, upon the reasonable request of Lender, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, Lender shall have the right but shall in no way be obligated to bring suit in its own name to protect, defend and enforce the Trademarks, in which event Issuer shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such protection, defense and enforcement.

8. No Waiver. No course of dealing between Issuer and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of the exercise of any other right, power or privilege.

9. Cumulative Rights. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

10. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

11. Amendment. This Security Agreement is subject to modification only by a writing signed by the parties.

12. Conflict. In the event of any conflict between the terms of this Security Agreement and the terms of the Credit Agreement, the Credit Agreement shall control.

13. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Governing Law; Submission to Jurisdiction; Venue.

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE

WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

- (b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE STATE COURTS OF NEW YORK OR SECOND DISTRICT COURTS OF THE UNITED STATES, IN EITHER CASE, SITTING IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN. ISSUER IRREVOCABLY AND UNCONDITIONALLY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS AND ANY APPELLATE FORUM THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT, AS THE CASE MAY BE, OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE LENDER OTHERWISE HAS TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE ISSUER OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. THE ISSUER HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE RESPECTIVE ISSUER'S ADDRESS SET FORTH HEREIN. THE ISSUER AGREES THAT SUCH SERVICE (i) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON IT IN ANY SUCH SUIT, ACTION OR PROCEEDING AND (ii) SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO IT. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR LIMIT THE RIGHT OF LENDER TO BRING PROCEEDINGS AGAINST ISSUER IN THE COURTS OF ANY JURISDICTION OR JURISDICTIONS.

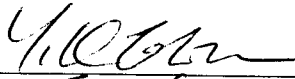
14. Venue. ISSUER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN SECTION 13. ISSUER HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

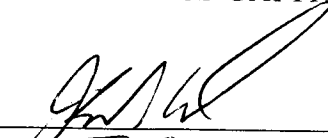
15. Jury Trial Waiver. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

WITNESS the execution hereof as of the day and year first above written.

SAR FOOD CONCEPTS LIMITED

By:   
Name: TONY CHIM  
Title: VICE PRESIDENT

ROYNAT BUSINESS CAPITAL INC..

By:   
Name: TIM WEBSTER  
Title: VICE PRESIDENT

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  )     SS.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_ day of October, 2006, personally appeared \_\_\_\_\_ to me know personally, and who, being by me duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of SAR FOOD CONCEPTS LIMITED, and said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.



**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 )      SS.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_ day of October, 2006, personally appeared \_\_\_\_\_ to me know personally, and who, being by me duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of ROYNAT BUSINESS CAPITAL INC., and said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

AFFIDAVIT

Sworn and subscribed before me by \_\_\_\_\_  
As \_\_\_\_\_ of \_\_\_\_\_  
Who has been duly identified by means of \_\_\_\_\_  
Of legal age, resident of \_\_\_\_\_, this \_\_\_\_ day of October, 2006.

\_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_

Seal:

Sworn and subscribed before me by \_\_\_\_\_  
As \_\_\_\_\_ of ROYNAT BUSINESS CAPITAL, INC.  
Who has been duly identified by means of \_\_\_\_\_  
Of legal age, resident of \_\_\_\_\_, this \_\_\_\_ day of October, 2006.

\_\_\_\_\_  
Notary Public  
Commission expires \_\_\_\_\_

Seal:

**SCHEDULE 1**

Trademarks

Country	Company Name Held In	Trademark	Registration Number	Registration Date
U.S.	SAR Food Concepts Ltd.	Kato's Cajun	3070898 (class 042)	March 21, 2006
U.S.	SAR Food Concepts Ltd.	Kato's Cajun	3070891 (class 035)	March 21, 2006