

**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
ALLENS, INC.	FORMERLY ALLEN CANNING COMPANY	12/21/2006	CORPORATION: ARKANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A., AS THE ADMINISTRATIVE AGENT
<b>Street Address:</b>	P.O. Box 1407
<b>City:</b>	Fayetteville,
<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72702
<b>Entity Type:</b>	NATIONAL ASSOCIATION:

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2561146	POPEYE
Registration Number:	1670404	VEG-ALL
Registration Number:	1518159	HAPPY CHEF
Registration Number:	1384526	EAST TEXAS FAIR
Registration Number:	1391213	TINY TENDER
Registration Number:	1274455	VEG-ALL
Registration Number:	1257728	THE ALLENS
Registration Number:	921623	HAPPY CHEF
Registration Number:	866525	VEG-ALL
Registration Number:	830690	POPEYE
Registration Number:	787261	WAGON MASTER
Registration Number:	748159	PRINCELLA
Registration Number:	727305	SHELL OUTS

OP \$465.00 2561146

Registration Number:	634953	SUGARY SAM
Registration Number:	609690	CREST TOP
Registration Number:	323089	POP-EYE
Registration Number:	206995	ROYAL PRINCE
Registration Number:	1222759	HAPPY CHEF

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711

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

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 71 S. Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	12/22/2006

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2006 (this "Agreement"), is made by ALLENS, INC. (F/K/A ALLEN CANNING COMPANY), an Arkansas corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 21, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Allens, Inc. (f/k/a Allen Canning Company), an Arkansas corporation (the "Borrower"), the Lenders and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of December 21, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

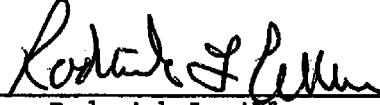
SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill

***IN WITNESS WHEREOF***, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

**ALLENS, INC. (F/K/A ALLEN CANNING COMPANY)**

By: 

Name: Roderick L. Allen

Title: President and Chief Executive Officer

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: David A. Johanson  
Name: David A. Johanson  
Title: Vice President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MEXICO	THE ALLENS	469221	1/30/2004
MEXICO	CREST TOP	469211	1/30/2004
MEXICO	JALAPINTO	469213	7/7/2014
MEXICO	PRINCELLA	469217	1/30/2004
MEXICO	ROYAL PRINCE	469218	1/30/2004
MEXICO	VEG-ALL	234972	6/19/2005
UK	POPEYE	560045	4/23/1991
US	CREST TOP	609690	7/26/1955
US	EAST TEXAS FAIR	1384526	2/25/1986
US	HAPPY CHEF AND DESIGN	1222759	1/4/1983
US	HAPPY CHEF	921623	10/5/1971
US	HAPPY CHEF	1518159	12/27/1988
US	POPEYE	830690	6/20/1967
US	POPEYE	2561146	4/16/2002
US	POP-EYE	323089	4/2/1935
US	PRINCELLA	748159	4/16/1963
US	ROYAL PRINCE	206995	12/15/1945
US	SHELL OUTS	727305	2/6/1962
US	SUGARY SAM	634953	9/25/1956
US	THE ALLENS	1257728	11/15/1983
US	TINY TENDER	1391213	4/22/1986
US	VEG-ALL	866525	3/11/1969
US	VEG-ALL	1274455	4/17/1984
US	VEG-ALL	1670404	12/31/1991
US	WAGON MASTER	787261	3/23/1965

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					