

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SB Holdings, Inc.		01/03/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	People's Bank		
Street Address:	One Financial Plaza - 2d Floor		
Internal Address:	Daniel C. Dupre		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103-2613		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1752732	AUSTRAL	
Registration Number:	1928843	SUPER TORO	
Registration Number:	2604291	RIP'N'READY	
CORRESPONDENCE DATA			
Fax Number:	(860)727-0361		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8604922200		
Email:	schurchill@cb-shea.com		
Correspondent Name:	Sharon P. Churchill		
Address Line 1:	100 Pearl Street		
Address Line 2:	Cohn Birnbaum & Shea P.C.		
Address Line 4:	Hartford, CONNECTICUT 06103-4500		
NAME OF SUBMITTER:	Sharon P. Churchill		
Signature:	/Sharon P. Churchill/		

OP \$90.00 1752732

Date:

01/09/2007

Total Attachments: 3

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COLLATERAL ASSIGNMENT OF TRADEMARKS

WHEREAS, SB HOLDINGS, INC., a Connecticut corporation, with its chief executive office at One Old Mill Lane, Simsbury, Connecticut 06070 ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, THE TUPMAN THURLOW CO., INC., a New York corporation ("Tupman"), AUSTRAL FOODS OF CONNECTICUT, INC. ("Austral"), both wholly-owned subsidiaries of Assignor (collectively, "Borrowers"), and Assignor are parties to a certain Amended and Restated Loan and Security Agreement dated as of June 22, 1999 (as the same may be amended, modified, supplemented or restated, and in effect from time to time, the "Loan Agreement") with PEOPLE'S BANK, a Connecticut banking corporation ("Assignee" or "Lender"), providing for commercial revolving loans to be made to Borrowers by the Lender, which loans are guaranteed by Assignor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Assignor has granted to Assignee a security interest in the assets of Assignor including all right, title and interest of Assignor in, to and under said trademarks and the applications or registrations thereof, to secure the payments of all amounts owing by Borrowers and/or Assignor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- 1) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;
- 2) that the trademarks are not pledged, hypothecated or otherwise encumbered, and are otherwise in all aspects free and clear of any encumbrances;
- 3) that the validity of the trademarks has never been questioned;
- 4) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and
- 5) that the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

This security interest is granted in conjunction with the security interests granted to Assignee pursuant to the Loan Agreement. Assignor hereby acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as though fully set forth herein.

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF CONNECTICUT AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF CONNECTICUT, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH STATE.

IN WITNESS WHEREOF, Assignor has executed this Collateral Assignment of Trademarks as of this 3rd day of January, 2007.

SB HOLDINGS, INC.

By: *Greg Silpe*
Name: GREG SILPE
Title: PRESIDENT

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 3rd day of January, 2007 by Greg E. Silpe, as President of **SB HOLDINGS, INC.**, a Connecticut corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act of said corporation before me.

Benjamin Sasel
Commissioner of the Superior Court/
~~Notary Public~~
My Commission Expires: _____

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO.	REGISTRATION DATE
AUSTRAL	U.S.	1,752,732	02/16/93
SUPER TORO	U.S.	1,928,843	10/24/95
RIP'N'READY	U.S.	2,604,291	08/06/02

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