

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gravymaster Inc. 16 Business Park Drive Branford, CT 06405		01/19/2007	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	LaSalle Business Credit, LLC
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0593668	
Registration Number:	0776725	GRAVY MASTER
Registration Number:	0670310	GRAVY MASTER
Registration Number:	0576829	GRAVY MASTER
Registration Number:	2661733	DRYDEN & PALMER
Registration Number:	0671280	GRAVYMASTER
Registration Number:	0553941	GRAVY MASTER
Registration Number:	0710347	GRAVY BOAT
Registration Number:	0053463	D. & P.

CORRESPONDENCE DATA

Fax Number: (212)478-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-478-7434

OP \$240.00 0593668

Email: mrinaldi@hahn Hessen.com
Correspondent Name: Hahn & Hessen LLP
Address Line 1: 488 Madison Avenue
Address Line 2: 14th Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Elizabeth Barrow, Esq.
Signature:	/Elizabeth Barrow, Esq./
Date:	02/01/2007

Total Attachments: 6
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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Richardson Brands Company, a corporation formed under the laws of Florida, located at 6330 Manor Lane, Suite 2200, South Miami, Florida 33143 ("Brands"), Canajo Manufacturing Company, a corporation formed under the laws of Florida, located at 101 Erie Blvd, Canajoharie, New York, 13317 ("Canajo"), and Gravymaster, Inc., a corporation formed under the laws of Connecticut, located at 16 Business Park Drive, Branford, Connecticut 06405 ("Gravymaster", and together with Brands and Canajo, each a "Grantor" and collectively, the "Grantors") each have adopted, used and is using the marks shown under such Grantor's name in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors and certain other companies (collectively with Grantors, the "Company") are obligated to LaSalle Business Credit, LLC ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof between Lender and the Company and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantors in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

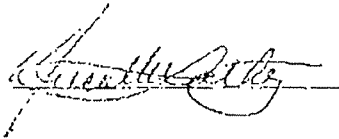
WHEREAS, pursuant to the Agreements, each Grantor is granting to Lender a security interest in such Grantor's Marks, the goodwill of the business symbolized by such Grantor's Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Lender and grant to Lender a security interest in and to such Grantor's Marks, together with the goodwill of the business symbolized by such Grantor's Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Each Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
January 19th, 2007

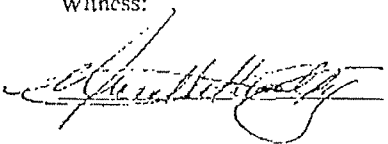
Witness:



RICHARDSON BRANDS COMPANY

By: George Lasher
Name: GEORGE LASHER
Its: VICE PRESIDENT AND SECRETARY

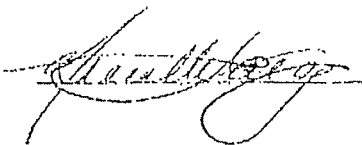
Witness:



CANAJO MANUFACTURING COMPANY

By: George Lasher
Name: GEORGE LASHER
Its: VICE PRESIDENT AND SECRETARY

Witness:



GRAVYMASTER, INC.

By: George Lasher
Name: GEORGE LASHER
Its: TREASURER AND SECRETARY

Witness:

LASALLE BUSINESS CREDIT, I.L.C

By: _____
Name: _____
Its: _____

Each Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
January 19th, 2007

Witness: RICHARDSON BRANDS COMPANY

By: _____
Name:
Its:

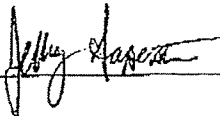
Witness: CANAJO MANUFACTURING COMPANY

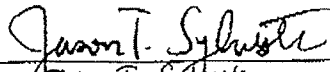
By: _____
Name:
Its:

Witness: GRAVYMASTER, INC.

By: _____
Name:
Its:

Witness: LASALLE BUSINESS CREDIT, LLC



By: 
Name: Jason T. Sylvester
Its: Vice President

Pennsylvania
 STATE OF ~~NEW YORK~~)
Philadelphia : ss.:
 COUNTY OF ~~NEW YORK~~)

On this 19th day of January, 2007, before me personally came Jason Silvestro to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Anne Gromball
 Notary Public

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 ANNE L. GROMBALL, Notary Public
 City of Philadelphia, Phila. County
 My Commission Expires October 30, 2010



Gravymaster Inc. Trademarks

Reg. No. 593668
Renewal Date: 08/10/14
Gravy Boat Design

Reg. No. 0776725
Renewal Date: 08/08/14
Gravy Master (Stylized) and Gravy Boat Design I

Reg. No. 0670310
Renewal Date: 11/25/08
Gravy Master (Stylized) and Gravy Boat Design II

Reg. No. 0576829
Renewal Date: 06/30/13
Gravy Master (stylized) and Gravy Boat Design

Reg. No. 2661733
Renewal Date: 12/17/12
Dryden & Palmer name

Reg. No. 0671280
Renewal Date: 12/26/08
Gravymaster name

Reg. No. 553941
Renewal Date: 01/22/11
Gravy Master (Stylized)

Reg. No. 0710347
Renewal Date: 01/24/11
Gravy Boat Design

Reg. No. 0053463
Renewal Date: 06/05/06
D & P (Stylized)