

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
Home Market Foods, Inc.		03/02/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Basso HMF Inc.
Street Address:	c/o Basso Capital Management, LP
Internal Address:	1266 East Main Street
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2742969	COOKED PERFECT
Registration Number:	2261730	HOME MARKET
Registration Number:	2946566	NUTRISTRIPS
Registration Number:	2937582	PAPA LUIGI
Registration Number:	2400643	ROLLERBITES
Registration Number:	3015848	ROLLERWRAPS
Registration Number:	2054194	SAUSAGETIZERS
Registration Number:	2782711	SAVOR THE ORIENT IN MINUTES
Registration Number:	2357473	THE BURGERS YOU EAT LIKE HOT DOGS
Registration Number:	3031287	FREEZER QUEEN
Registration Number:	3037363	FREEZER QUEEN
Registration Number:	1404262	RIVERVIEW FOODS
Registration Number:	2133013	HOMESTYLE TASTE YOU CAN TRUST

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Registration Number:	2537356	FAMILY BUFFET
Registration Number:	2466597	HILL'S HOME MARKET
Registration Number:	2466596	HILL' S HOME MARKET
Registration Number:	1601137	RIVERVIEW PIT BARBECUE
Serial Number:	76477548	BURGERDOG
Serial Number:	76537420	NUTRITION AND ENERGY ON THE GO
Serial Number:	76600870	ONEZY'S
Serial Number:	76477549	ROLLERBURGER
Serial Number:	76580877	CYCLONE BAR

CORRESPONDENCE DATA

Fax Number: (212)480-8421

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

Phone: 212-574-1200

Email: trademarks@sewkis.com

Correspondent Name: Beth H. Alter/Seward & Kissel LLP

Address Line 1: One Battery Park Plaza

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Beth H. Alter
Signature:	/Beth H. Alter/
Date:	03/06/2007

Total Attachments: 3

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Agreement"), effective as of the 2nd day of March, 2007, is between HOME MARKET FOODS, INC., a Delaware corporation ("BORROWER"), and BASSO HMF INC., a Delaware corporation (in its capacity as collateral agent "COLLATERAL AGENT").

WITNESSETH:

WHEREAS, BORROWER and LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company ("LaSalle"), BASSO PARTNERS LP, a Delaware limited partnership ("Basso Partners"), BASSO MULTI-STRATEGY FUND LP, a Delaware limited partnership ("Basso Strategy"), and BASSO HMF INC., a Delaware corporation (in its capacity as lender "Basso HMF" and collectively with LaSalle, Basso Partners and Basso Strategy, the "LENDER") have entered into that certain Loan and Security Agreement dated as of March 2, 2007 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement and not otherwise defined herein, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, BORROWER has assigned and granted to COLLATERAL AGENT, for the benefit of LENDER, a continuing security interest in certain property of Borrower including, without limitation, all General Intangibles, including, without limitation, all trademarks, trademark applications, registrations, goodwill and security interests and all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing property, to secure payment of all Loans now or in the future made by Agents and Lenders to Borrower and for the payment or other satisfaction of all other Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BORROWER hereby grants to COLLATERAL AGENT a continuing security interest in all of BORROWER's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to property covered by the Security Agreement, is in confirmation of the existing and continuing security interest granted under the Security Agreement: (1) each trademark, trademark application and trademark registration, including, without limitation, those set forth on Schedule I attached hereto, together with any reissues, renewals, divisions, modifications, substitutions or extensions thereof, and all the goodwill symbolized thereby; and (2) all rights and privileges with respect to the foregoing and all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing.

The security interest contained in this Agreement is granted in conjunction with the security interests granted to COLLATERAL AGENT pursuant to the Security Agreement. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. BORROWER hereby acknowledges

and affirms that the rights and remedies of COLLATERAL AGENT with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, BORROWER has caused this Agreement to be executed as of the 2nd day of March, 2007.

HOME MARKET FOODS, INC.

By: 
Name: WESLEY L. ATAMIAN
Title: President

STATE OF MA)
COUNTY OF Suffolk) ss.

On this 2nd day of March, 2007, before me appeared Wesley L. Atamian, to me personally known and known to me to be the person who executed the foregoing Agreement; and who being by me duly sworn, did depose and say that she/he is President of HOME MARKET FOODS, INC., that she/he is duly authorized to sign this Agreement on behalf of said company, and unto me acknowledged said Agreement to be the free act and deed of said company.


Notary Public

HEATHER M. LUNN
Notary Public
My Commission Expires
October 31, 2008

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademark Registrations

Mark	Registration No.	Registration Date
COOKED PERFECT	2,742,969	July 29, 2003
HOME MARKET	2,261,730	July 13, 1999
NUTRISTRIPS	2,946,566	May 3, 2005
PAPA LUIGI	2,937,582	April 5, 2005
ROLLERBITES	2,400,643	October 31, 2000
ROLLERWRAPS	3,015,848	November 15, 2005
SAUSAGETIZERS	2,054,194	April 22, 1997
SAVOR THE ORIENT IN MINUTES	2,782,711	November 11, 2003
THE BURGERS YOU EAT LIKE HOT DOGS	2,357,473	June 13, 2000
FREEZER QUEEN and Design	3,031,287	December 20, 2005
FREEZER QUEEN	3,037,363	January 3, 2006
RIVERVIEW FOODS	1,404,262	August 5, 1986
HOMESTYLE TASTE YOU CAN TRUST	2,133,013	January 27, 1998
FAMILY BUFFET	2,537,356	February 5, 2002
HILL'S HOME MARKET	2,466,597	July 3, 2001
HILL'S HOME MARKET and Design	2,466,596	July 3, 2001
RIVERVIEW PIT BARBECUE and Design	1,601,137	June 12, 1990

Pending Trademark Applications

Mark	Serial No.	Filing Date
BURGERDOG	76/477,548	December 20, 2002
NUTRITION AND ENERGY ON THE GO	76/537,420	August 14, 2003
ONEZY'S	76/600,870	July 7, 2004
ROLLERBURGER	76/477,549	December 20, 2002
CYCLONE BAR	76/580,877	March 15, 2004

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