

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
Kehe Food Distributors, Inc.		03/08/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	LaSalle Business Credit, LLC		
Street Address:	135 South LaSalle St.		
Internal Address:	Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78439416	KEHE FOOD DISTRIBUTORS	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-269-4074		
Email:	kluchesi@jonesday.com		
Correspondent Name:	Kenneth Luchesi		
Address Line 1:	77 W. Wacker Dr.		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	089440-050005		
NAME OF SUBMITTER:	Kenneth Luchesi		
Signature:	/Kenneth Luchesi/		

CH \$40.00 78439416

Date:

03/15/2007

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 13, 2007, by KEHE FOOD DISTRIBUTORS, INC., an Illinois subchapter S corporation ("Kehe"), KEHE ENTERPRISES, INC. ("Enterprises"), an Illinois corporation, KEHE/EYE LEVEL, INC., an Illinois corporation ("Eye Level"), J&J ROMEOVILLE PROPERTY, L.P., an Illinois limited partnership ("J&J L.P."), J&J ROMEOVILLE PROPERTY, L.L.C., an Illinois limited liability company ("J&J L.L.C."), KEHE FOODS TEXAS L.P., a Texas limited partnership ("Kehe Foods Texas"), and KEHE TX LIMITED PARTNER LLC, an Illinois limited liability company ("Kehe TX," Kehe, Enterprises, Eye Level, J&J L.P., J&J L.L.C., Kehe Foods Texas and Kehe TX) are sometimes referred to herein collectively as the "Grantors" and individually as a "Grantor", in favor of LASALLE BUSINESS CREDIT, LLC, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders.

RECITALS

A. The Grantors have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement) with the financial institutions that are or may from time to time become parties thereto and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantors and/or certain of their subsidiaries.

B. The Grantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantors have granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantors do hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantors' now owned or hereafter acquired right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in and are subject in all respects to the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

[Signature Page Follows]

Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

KEHE FOOD DISTRIBUTORS, INC.

By: [Signature]
Name: Jerald Kehe
Title: President

KEHE ENTERPRISES, INC.

By: [Signature]
Name: Jerald Kehe
Title: PRESIDENT

KEHE/EYE LEVEL INC.

By: [Signature]
Name: Jerald Kehe
Title: President

J&J ROMEOVILLE PROPERTY, L.P.

By: J&J Romeoville Property, L.L.C., its General Partner

By: [Signature]
Name: Jerald Kehe
Title: President/Manager

J&J ROMEOVILLE PROPERTY, L.L.C.

By: [Signature]
Name: Jerald Kehe
Title: President/Manager

KEHE FOODS TEXAS L.P.

By: Kehe Food Distributors, Inc., its General Partner

By: [Signature]
Name: Jerald Kehe
Title: President

KEHE TX LIMITED PARTNER LLC

By: Kehe Food Distributors Inc., its Sole Member

By: 

Name: Gerald Kehe

Title: President

PATENT AND TRADEMARK SECURITY AGREEMENT
CHI - 1570295

TRADEMARK
REEL: 003501 FRAME: 0517

Acknowledged:

LASALLE BUSINESS CREDIT, LLC,
as Administrative Agent

By: Adolph D. Letke
Name: _____
Title: FVP

STATE OF Illinois)
) SS
COUNTY OF Will)

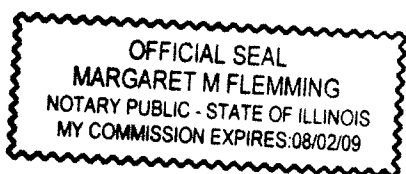
On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of KEHE ENTERPRISES, INC. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Fleming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

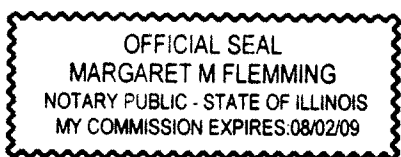
On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of KEHE TX LIMITED PARTNER LLC and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Flemming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

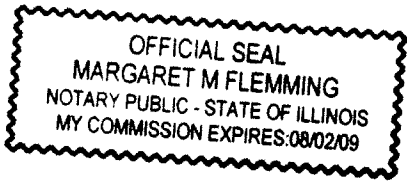
On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of KEHE FOODS TEXAS L.P. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Flemming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

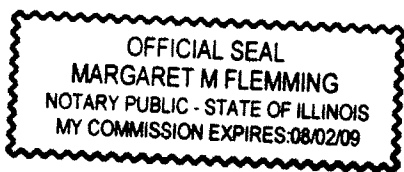
On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of J&J ROMEOVILLE PROPERTY, L.L.C. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Flemming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of J&J ROMEOVILLE PROPERTY, L.P. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Flemming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of KEHE/EYE LEVEL INC. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Fleming
Notary Public

STATE OF Illinois)
COUNTY OF Will) SS

On this 8 day of March, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of KEHE FOOD DISTRIBUTORS, INC. and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing board of said entity.



Margaret M. Flemming
Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Trademark Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Kehe Food Distributors, Inc.	78439416	NA	June 22, 2004	NA
Kehe/Eye Level Inc.	76319871	2671586	October 1, 2001	January 7, 2003

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

Grantor	Patent Number or Application Number	Issue or Filing Date	Title
None	None	None	None

P A T E N T A N D T R A D E M A R K S E C U R I T Y A G R E E M E N T

TRADEMARK

RECORDED: 03/15/2007

REEL: 003501 FRAME: 0527