

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
Stampede Meat, Inc.		03/22/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association, as Administrative Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3089982	STAMPEDE
Registration Number:	3089964	STAMPEDE MEAT, INC.
Registration Number:	3095359	STAMPEDE MEAT, INC.
Registration Number:	3005396	KING'S DELUXE
Registration Number:	3005395	KING'S DELUXE
Registration Number:	2911506	GOLDEN RANGE
Registration Number:	2837707	
Registration Number:	2498091	GFI PREMIUM FOODS
Registration Number:	2498089	GFI PREMIUM FOODS
Registration Number:	2107237	THE BEEF REVOLUTION
Registration Number:	2072459	HOWIE G'S SIGNATURE STEAKS
Registration Number:	2199129	GFI AMERICA
Registration Number:	1618937	GFI
Registration Number:	1365783	HOME OF THE NATURAL

OP \$365.00 3089982

CORRESPONDENCE DATA

Fax Number: (312)863-7812

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

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nat Panek

Address Line 1: 55 East Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1403.484
NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nap/
Date:	03/30/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 22 2007, by STAMPEDE MEAT, INC., an Illinois corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor has 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 Administrative Agent and the Lenders are secured.

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

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

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's 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 Grantor 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").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

STAMPEDE MEAT, INC.

By: Timothy R. Greenleaf

Title: Vice Chairman

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

STAMPEDE MEAT, INC.

By: _____
Title: _____

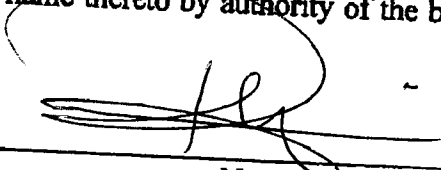
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

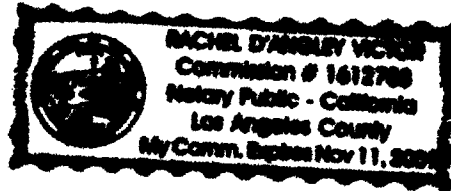
By: *Lou Backofen*
Title: Senior Vice President

STATE OF California
COUNTY OF Los Angeles) SS

On this 21 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 STAMPEDE MEAT, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Registration
STAMPEDE	78-625391	3089982	5/9/06
STAMPEDE MEAT, INC.	78-624046	3089964	5/9/06
STAMPEDE MEAT, INC.	78-624055	3095359	5/23/06
KING'S DELUXE	76-536874	3005396	10/11/05
KING'S DELUXE	76-536861	3005395	10/11/05
GOLDEN RANGE	76-509201	2911506	12/14/04
[design only]	76-362468	2837707	5/4/04
GFI PREMIUM FOODS	76-102574	2498091	10/16/01
GFI PREMIUM FOODS	76-102166	2498089	10/16/01
THE BEEF REVOLUTION	75-192272	2107237	10/21/97
HOWIE G'S SIGNATURE STEAKS	74-691571	2072459	6/17/97
GFI AMERICA	74-041379	2199129	10/27/98
GFI	74-020561	1618937	10/23/90
HOME OF THE NATURAL	73-475577	1365783	10/15/85
GFI AMERICA [and design] [Canada]	N/A	416354	9/3/93