

04-25-2007



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APR 23 AM 11:39

103399297

To the Director of the U. S. Patent

and documents or the new address(es) below.

4.23.07

1. Name of conveying party(ies):

Flavor Acquisition Corp., a Delaware corporation
Flavor Holdings, Inc., a Delaware corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 5, 2007

- Assignment
- Security Agreement
- Other Ack of Intel. Prop. Collateral Lien
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CapitalSource Finance LLC
 Internal
 Address: Peggy Balsawer
 Street Address: 4445 Willard Ave., 12th Floor
 City: Chevy Chase
 State: Maryland
 Country: USA Zip: 20815

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,666,859; 1,940,767; 2,224,936; 3,049,178; 2,646,332

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Morgan, Lewis & Bockius LLP-
 Internal Address: Kathryn Romano, Paralegal
 Street Address: 300 S. Grand Avenue, 22nd Floor
 City: Los Angeles
 State: California Zip: 90071-3132
 Phone Number: 213.612.7302
 Fax Number: 213.612.2501
 Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

BYRNE 00000019 1666859

Signature

April 16, 2007

Date

40.00 DP
 100.00 DP
 Kathryn Romano
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/24/2007

01 FC:8521
02 FC:8522

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of April 5, 2007 by and among the Grantors listed on the signature pages hereto (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the “**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to provide certain Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the “**Security Agreement**”), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Loans to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property

Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

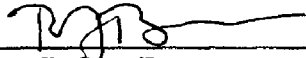
- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

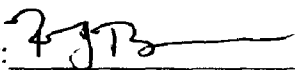
[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLAVOR ACQUISITION CORP.,
a Delaware corporation

By: 
Name: Robert Brown
Title: President and Chief Executive Officer
Address: c/o Encore Consumer Capital
2333 San Ramon Valley Blvd., Suite 160
San Ramon, CA 94583
Attention: Robert Brown
Telephone: (415) 296-9850
FAX: (415) 296-9075
E-MAIL: robert@encoreconsumercapital.com

FLAVOR HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Robert Brown
Title: President and Chief Executive Officer
Address: c/o Encore Consumer Capital
2333 San Ramon Valley Blvd., Suite 160
San Ramon, CA 94583
Attention: Robert Brown
Telephone: (415) 296-9850
FAX: (415) 296-9075
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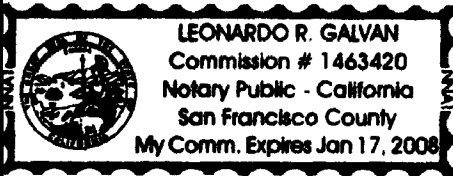
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On March 29, 2007, before me, Leonardo R. Galvan, Notary Public,
(Name And Title Of Officer)

personally appeared Robert L. Brown

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

LR Galvan

 Signature Of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
President and Chief Executive Officer
 Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
 Name Of Person(s) Or Entity(ies)
Flavor Acquisition, Corp.

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgment of Intellectual Property Collateral Lien
 Title Or Type Of Document

3
 Number Of Pages

3/29/2007
 Date Of Document

n/a
 Signer(s) Other Than Named Above

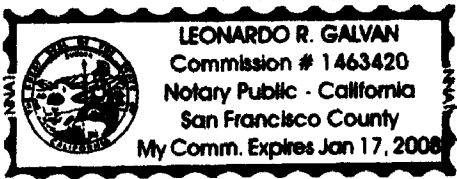
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) ss.
COUNTY OF SAN FRANCISCO)

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(Name And Title Of Officer)

personally appeared Robert L. Brown

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Handwritten Signature]

 Signature Of Notary

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
 President and Chief Executive Officer

 Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Acknowledgment of Intellectual Property Collateral Lien

 Title Or Type Of Document

3

 Number Of Pages

3/29/2007

 Date Of Document


n/a

 Signer(s) Other Than Named Above

Signer is representing:
 Name Of Person(s) Or Entity(ies)
Flavor Holdings, Inc.

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC,
as Secured Party

By: 
Name: **Peggy Balsawer**
Title: **General Counsel**
Corporate Finance Business

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
COUNTY OF Prince Georges) SS.

On April 5, 2007, before me, Kowana Butler, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Peggy Balsaver,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My Comm. Exps 9/2, 2007

[Signature]
Signature of Notary Public

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

**Acknowledgement of Intellectual Property
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

*Acknowledgement of IP Collateral Lien
CapitalSource—Aidells Sausage*

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Trademark Registration No.</u>	<u>Date Registered</u>
"AIDELLS"	1,666,859	December 3, 1991
"AIDELLS AUTHENTIC SAN FRANCISCO FLAVOR SAUSAGE COMPANY" (and design)	1,940,767	December 12, 1995
"NOT JUST ANOTHER WEENIE"	2,244,936	May 11, 1999
"GOURMET SAUSAGE, PERFECTED"	3,049,178	January 24, 2006
"BRUCE AIDELLS CHEF BRUCE" (and design) (The registrant for this mark is Aidells Sausage Company, LLC, a California corporation and the Company's predecessor in interest.)	2,646,332	November 5, 2002

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of April 5, 2007 by and among the Grantors listed on the signature pages hereto (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Credit Agreement described below (in such capacity, the “**Secured Party**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to provide certain Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the “**Security Agreement**”), each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its respective Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement and/or the Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Loans to the Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, if not defined in the Security Agreement, the meanings assigned to such terms in the Credit Agreement, and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property

Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):


- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.


[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLAVOR ACQUISITION CORP.,
a Delaware corporation

By: 
Name: Robert Brown
Title: President and Chief Executive Officer
Address: c/o Encore Consumer Capital
2333 San Ramon Valley Blvd., Suite 160
San Ramon, CA 94583
Attention: Robert Brown
Telephone: (415) 296-9850
FAX: (415) 296-9075
E-MAIL: robert@encoreconsumercapital.com

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Attention: Robert Brown
Telephone: (415) 296-9850
FAX: (415) 296-9075
E-MAIL: robert@encoreconsumercapital.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On March 29, 2007, before me, Leonardo R. Galvan, Notary Public,
(Name And Title Of Officer)

personally appeared Robert L. Brown

- personally known to me
- OR-**
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

LR Galvan

Signature Of Notary

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
President and Chief Executive Officer

Title(s)
- Partner(s) Limited
 General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
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Signer is representing:
Name Of Person(s) Or Entity(ies)
Flavor Acquisition, Corp.

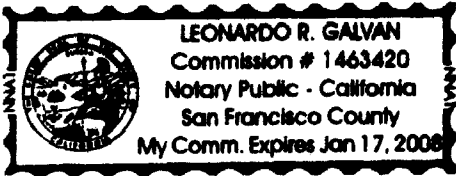
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WITNESS my hand and official seal.

Leonardo R. Galvan
Signature Of Notary

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President and Chief Executive Officer
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- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)
Flavor Holdings, Inc.

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Number Of Pages

3/29/2007
Date Of Document

n/a
Signer(s) Other Than Named Above

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC,
as Secured Party

By: 
Name: **Peggy Balsawer**
Title: **General Counsel**
Corporate Finance Business

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Maryland)
) SS.
COUNTY OF Prince Georges)


On April 5, 2007, before me, Kowana Butler, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Peggy Balsaver,
Name of Signer(s)

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My Comm. Exps 9/2, 2007


Signature of Notary Public

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- _____ Title(s)
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_____ Signer(s) Other Than Named Above

*Acknowledgement of IP Collateral Lien
CapitalSource—Aidells Sausage*

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

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"GOURMET SAUSAGE, PERFECTED"	3,049,178	January 24, 2006
"BRUCE AIDELLS CHEF BRUCE" (and design) (The registrant for this mark is Aidells Sausage Company, LLC, a California corporation and the Company's predecessor in interest.)	2,646,332	November 5, 2002

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

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