

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sterling Foods, LTD		05/02/2007	LIMITED PARTNERSHIP:
Buena Vista Food Products, Inc.		05/02/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation		
<b>Street Address:</b>	299 Park Avenue, 6th Floor		
<b>City:</b>	New York City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75000467	MOM NEVER MADE 'EM THIS GOOD	
<b>Serial Number:</b>	75000466	NO MESS COOKIE DOUGH	
<b>Serial Number:</b>	76586789	SWEETLY TWISTED	
<b>Serial Number:</b>	75836877	S STERLING	
<b>Serial Number:</b>	77052103	STERLING INDULGENT SELECTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	slee@kslaw.com		
<b>Correspondent Name:</b>	Semi Lee		
<b>Address Line 1:</b>	1180 Peachtree St., N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30044		
<b>ATTORNEY DOCKET NUMBER:</b>	09631.009105		

CH \$140.00 75000467

NAME OF SUBMITTER:	Semi Lee
Signature:	/Semi Lee/
Date:	05/02/2007
Total Attachments: 6 source=trademark#page1.tif source=trademark#page2.tif source=trademark#page3.tif source=trademark#page4.tif source=trademark#page5.tif source=trademark#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Revolving Credit and Term Loan Facility, dated as of May 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademark registrations and applications for trademark registration referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark registration and application except that no security interest shall be granted in any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between the terms and conditions of this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

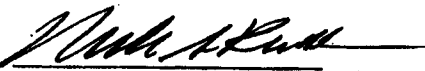
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

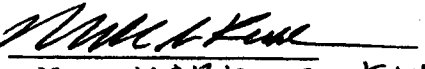
Very truly yours,

**STERLING FOODS, LTD.**  
as Grantor

By: GP Sterling, LLC  
Its: General Partner

By:   
Name: MARK S. KUEHL  
Title: VICE PRESIDENT

**BUENA VISTA FOOD PRODUCTS,  
INC.**  
as Grantor

By:   
Name: MARK S. KUEHL  
Title: VICE PRESIDENT

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003533 FRAME: 0851

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**STERLING FOODS, LTD.**  
as Grantor

By: GP Sterling, LLC  
Its: General Partner

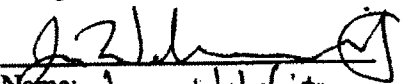
By: \_\_\_\_\_  
Name:  
Title:

**BUENA VISTA FOOD PRODUCTS,  
INC.**  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

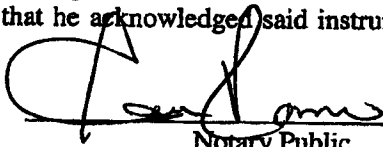
By:   
Name: James Wehrhite  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of TEXAS )  
County of BEXAR ) ss.

On this 2nd day of May, 2007 before me personally appeared MARK S. KUEHL, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GP STERLING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003533 FRAME: 0853

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark: Serial #75,000,467, filed on October 02, 1995, "Mom Never Made 'Em This Good."

Trademark: Serial #75,000,466, filed on October 02, 1995, "No Mess Cookie Dough."

Trademark: Serial # 76,586,789, filed on April 12, 2004, "Sweetly Twisted."

Trademark: Serial #75,836,877, filed on November 1, 1999, "S Sterling."

2. TRADEMARK APPLICATIONS

Trademark: Serial #77,052,103, filed on November 28, 2006, "Sterling Indulgent Selections."