

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		05/08/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75836877	S STERLING	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	slee@kslaw.com		
Correspondent Name:	Semi Lee		
Address Line 1:	1180 Peachtree St., N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009105		
NAME OF SUBMITTER:	Semi Lee		
Signature:	/semi lee/		
Date:	05/08/2007		

CH \$40.00 75836877

Total Attachments: 3

900076293

**TRADEMARK
 REEL: 003537 FRAME: 0706**

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of May 8, 2007 (hereinafter, this "Assignment"), is made by HELLER FINANCIAL, INC., a Delaware corporation, having its principal place of business at 500 West Monroe Street, Chicago, Illinois 60661 (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, having its principal place of business at 299 Park Avenue, 6th Floor, New York, New York 10017 (hereinafter, the "Assignee");

WHEREAS, the Assignor acquired a security interest in the property described in that certain Trademark Security Agreement, dated as of September 11, 2001, between SFTX Foods, Inc., formerly known as Sterling Foods, Inc., a Texas corporation, certain lenders from time to time parties thereto, and the Assignor, as recorded in the United States Patent and Trademark Office (the "USPTO") on September 25, 2001 on Reel 002374, Frame 0511, and as further described in that certain Trademark Security Agreement, dated as of May 2, 2007, as recorded in the USPTO on May 2, 2007 on Reel 003533, Frame 0847, the property comprising all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, certification marks, collective marks, logos and other source business identifiers, and all good will of the business associated therewith, now existing or hereafter acquired including those referred to in Schedule 1, all trademark licenses, and all proceeds of and rights associated with the foregoing (the property being collectively referred to herein as the "Trademark Collateral") (all agreements discussed in this paragraph being collectively referred to herein as the "Trademark Agreements"); and

WHEREAS, pursuant to that certain letter agreement (the "Agreement"), dated as of May 2, 2007, between the Assignor and the Assignee whereby the Assignor resigned as Agent (as such term is defined in the Trademark Security Agreements) and the Assignee appointed itself as successor Agent thereunder; and

WHEREAS, the Assignor is desirous of assigning and the Assignee is desirous of acquiring said security interest in the Trademark Collateral;

WHEREAS, the Assignor desired to assign and did so assign to the Assignee on May 2, 2007 Assignor's security interest and collateral assignment in the Trademark Collateral, and the Assignor is executing this Assignment to confirm the conveying language of the Assignment of Trademark Collateral dated May 2, 2007 as conveying, granting, or assigning to Assignee Assignor's security interest and collateral assignment in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby grants and conveys to the Assignee its full, exclusive, and entire security interest in the Trademark Collateral, and hereby assigns to the Assignee its full, exclusive, and entire right, title, and interest in the Trademark Collateral received under the collateral assignment of the Trademark Agreements.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this 8 day of May, 2007.

HELLER FINANCIAL, INC., as
Assignor

[Company Seal]

By: [Signature]
Name: James Wehrfritz
Title: Duly Authorized Signatory

Certificate of Acknowledgement

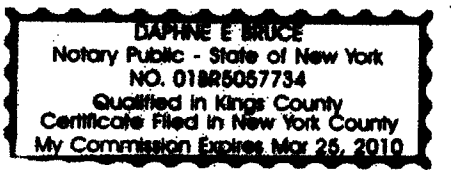
STATE OF NEW YORK
COUNTY OF NEW YORK

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 8 day of May, 2007, personally appeared James Wehrfritz, to me known personally, and who, being by me duly sworn, deposes and says that he is the Duly Authorized Signatory of HELLER FINANCIAL, INC., and that the seal affixed to the foregoing instrument is the company seal of said company, and that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and said Duly Authorized Signatory acknowledged said instrument to be the free act and deed of said company.

[Signature]
NOTARY PUBLIC

(SEAL)

My Commission Expires: March 25, 2010



Schedule 1

Attach List of Trademarks

S Sterling - U.S. Serial No. 75,836,877