

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Specialty Brands of America, Inc.		05/18/2007	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GMAC Commercial Finance LLC		
<b>Street Address:</b>	1290 Avenue of the Americas, 3rd floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1726020	100% PURE	
Registration Number:	1665516	100% PURE	
Registration Number:	2378327	BEAR CREEK COUNTRY KITCHENS	
Registration Number:	1852510	CANOLEO	
Registration Number:	0740285	CARY'S	
Registration Number:	0831170	CARY'S	
Registration Number:	1473400	CARY'S	
Registration Number:	0722057	DIXIE FRY	
Registration Number:	1852524	NEW YORK FLATBREADS	
Registration Number:	0206118	O.T.C.	
Registration Number:	1847810	SPRING TREE	
Registration Number:	2939526	SPRING TREE	
Registration Number:	1507410	THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1848	

OP \$365.00 1726020

900078226

**TRADEMARK**  
**REEL: 003552 FRAME: 0973**

Registration Number:	0200061	TRENTON
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**CORRESPONDENCE DATA**

Fax Number: (800)962-7049

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

Email: michelle.herkenham@wolterskluwer.com

Correspondent Name: Wolters Kluwer

Address Line 1: 187 Wolf Road Suite 101

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:

Graig Solow

Signature:

/Graig Solow/

Date:

06/01/2007

**Total Attachments: 6**

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## AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of GMAC COMMERCIAL FINANCE LLC ("GMAC CF"), as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

### RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement dated as of May 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Specialty Brands Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA") and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCKK" and together with SBA, the "Borrowers"), the Lenders at any time party thereto and GMAC CF, as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

B. All the Grantors are party to that certain Amended and Restated First Lien Pledge and Security Agreement dated as of May 18, 2007 (the "Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

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

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 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 of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien 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 (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2 For the avoidance of doubt, the grant of security under Section 2.1 is in addition to, and not in substitution for, the grant of security under the Existing Senior Financing, which grant shall remain in full force and effect, and shall be subsumed within this Agreement. All references to Trademark Collateral shall include all Trademark Collateral held as security under the Existing Senior Financing.

### SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

### SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

\* \* \*

*[Signatures Pages Follow]*

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

Very truly yours,

**Specialty Brands of America, Inc.**  
as Grantor

By 

Name: Dominique Bastien

Title: President and Secretary

**Bear Creek Country Kitchens, LLC**  
as Grantor

By 

Name: Dominique Bastien

Title: President and Secretary

GMAC COMMERCIAL FINANCE LLC,  
as First Lien Agent

By: Cy Halitt

Name: CRAIG HALITT

Title: VICE PRESIDENT

[Signature page to IP Security Agreement]

Schedule I

Mark Name	Country	Current Owner	Reg. #	Reg. Date	Renewal Date
100 % PURE (DESIGN)	USA	Specialty Brands of America, Inc.	1726020	10/20/1992	10/20/2012
100% PURE (Design)	USA	Specialty Brands of America, Inc.	1665516	11/19/2001	11/19/2011
BEAR CREEK COUNTRY KITCHENS	USA	Bear Creek Country Kitchens, LLC	2378327	8/22/2000	8/22/2010
CANOLEO	USA	Specialty Brands of America, Inc.	1852510	9/6/1994	9/6/2014
CARY'S	USA	Specialty Brands of America, Inc.	740285	11/6/1962	11/6/2012
CARY'S	USA	Specialty Brands of America, Inc.	831170	6/27/1967	6/27/2017
CARY'S	USA	Specialty Brands of America, Inc.	1473400	1/19/1988	1/19/2008
DIXIE FRY	USA	Specialty Brands of America, Inc.	722057	9/26/1961	9/26/2011
NEW YORK FLATBREADS	USA	Specialty Brands of America, Inc.	1852524	9/6/1994	9/6/2014
O.T.C.	USA	Specialty Brands of America, Inc.	206118	11/24/1925	11/24/2015
SPRING TREE	USA	Specialty Brands of America, Inc.	1847810	8/2/2004	8/2/2014
SPRING TREE	USA	Specialty Brands of America, Inc.	2939526	4/12/2005	4/12/2011
THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1948 (DESIGN)	USA	Specialty Brands of America, Inc.	1507410	10/4/1988	10/4/2008
TRENTON	USA	Specialty Brands of America, Inc.	200061	6/23/1925	6/23/2015