

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement to that certain Amended and Restated Revolving Loan, Term Loan, Note and Equity Purchase Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Future Food, Inc.		06/28/2007	CORPORATION: DELAWARE
Future Food, Ltd.		06/28/2007	LIMITED PARTNERSHIP: TEXAS
Future Food GP, Inc.		06/28/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	American Capital Financial Services, Inc.
<b>Street Address:</b>	2 Bethesda Metro Center
<b>Internal Address:</b>	14th Floor
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2294045	SANTA BARBARA BAY
Registration Number:	2426979	SALADS OF THE SEA
Registration Number:	2290905	CHANNEL ISLAND BAY
Serial Number:	78867036	PARMESANOS

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: estafford@pattonboggs.com  
 Correspondent Name: Darren W. Collins  
 Address Line 1: 2001 Ross Avenue; Suite 3000

OP \$115.00 2294045

Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	011107.0208
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	07/10/2007

**Total Attachments: 13**

source=FF IP Security Agreement#page1.tif  
source=FF IP Security Agreement#page2.tif  
source=FF IP Security Agreement#page3.tif  
source=FF IP Security Agreement#page4.tif  
source=FF IP Security Agreement#page5.tif  
source=FF IP Security Agreement#page6.tif  
source=FF IP Security Agreement#page7.tif  
source=FF IP Security Agreement#page8.tif  
source=FF IP Security Agreement#page9.tif  
source=FF IP Security Agreement#page10.tif  
source=FF IP Security Agreement#page11.tif  
source=FF IP Security Agreement#page12.tif  
source=FF IP Security Agreement#page13.tif

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of June 28, 2007, by FUTURE FOOD, INC., a Delaware corporation ("Parent"), FUTURE FOOD, LTD., a Texas limited partnership ("Future Food"), and FUTURE FOOD GP, INC., a Delaware corporation ("GP", and together with Future Food and Parent, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Purchasers (as defined in the Purchase Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Amended and Restated Revolving Loan, Term Loan, Note and Equity Purchase Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Purchasers (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"), the Purchasers agreed, among other things, subject to the terms and conditions set forth therein, to purchase a revolving facility note, certain term notes and certain subordinated notes of the Grantors (collectively, the "Notes");

**WHEREAS**, the Grantors are deriving and will continue to derive substantial direct and indirect benefits from the purchase of the Notes and other financial accommodations provided by the Purchasers under the Purchase Agreement; and

**WHEREAS**, it is a requirement under the terms of the Purchase Agreement that the Grantors execute and deliver this IP Security Agreement to the Agent, for the ratable benefit of the Purchasers;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. **Grant of Security Interest.** To secure the Grantors' prompt, punctual and faithful payment of the Notes and the performance of all and each of the Grantors' obligations under the Purchase Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Purchasers, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed pursuant to any license agreements that prohibit the granting of a Lien in such rights (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Purchasers in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Purchasers.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Purchasers, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Purchasers and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Purchasers and without first obtaining such Grantor's approval thereof or signature

thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Purchasers in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantors' obligations under the Purchase Agreement (the "Obligations") (other than indemnity obligations under the Purchase Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Purchase Agreement has been terminated (except for any obligations designated under the Purchase Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Purchase Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Purchase Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Purchasers, every month concurrent with the delivery of such Grantors' monthly financial statements under Section 7.1(e)(ii) of the Purchase Agreement, a schedule of newly registered Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Purchasers, under the Purchase Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Purchase Agreement or the other Purchase Documents, the provisions of the Purchase Agreement or the other Purchase Documents shall govern.

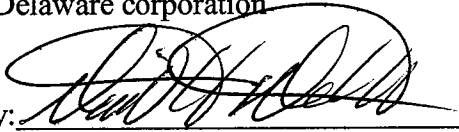
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

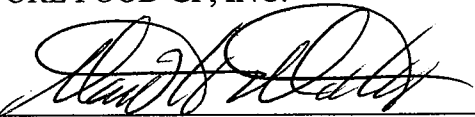
**GRANTORS:**

FUTURE FOOD, INC.,  
a Delaware corporation

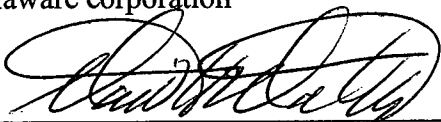
By:   
Name: DAVID WATTS  
Title: PRESIDENT

FUTURE FOOD, LTD.,  
a Texas limited partnership

By: FUTURE FOOD GP, INC.


By:   
Name: DAVID WATTS  
Title: PRESIDENT

FUTURE FOOD GP, INC.,  
a Delaware corporation

By:   
Name: DAVID WATTS  
Title: PRESIDENT

**AGENT:**

AMERICAN CAPITAL FINANCIAL SERVICES,  
INC.

By:   
Name: \_\_\_\_\_  
Title: **KYLE BRADFORD  
VICE PRESIDENT**



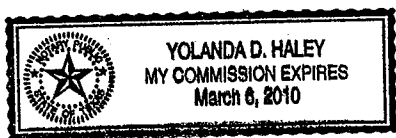
**ACKNOWLEDGMENT**

STATE OF TEXAS :

: SS

COUNTY OF DAUAS :

Before me, the undersigned, a Notary Public, on this 28<sup>th</sup> day of June, 2007, personally appeared DAVID WATTS, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of Future Food GP, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors and the said President acknowledged said instrument to be his free act and deed.



Yolanda D. Haley  
Notary Public  
My Commission Expires: 3/6/10

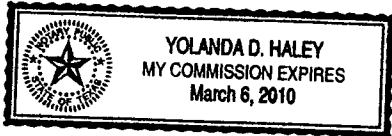
ACKNOWLEDGMENT

STATE OF TEXAS :

: SS

COUNTY OF DALLAS :

Before me, the undersigned, a Notary Public, on this 28<sup>th</sup> day of June, 2007, personally appeared DAVID WATTS, to me known personally, who, being by me duly sworn, did say that he is the PRESIDENT of Future Food GP, Inc., the general partner of Future Food, Ltd., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of the board of directors of the general partner and the said President acknowledged said instrument to be his free act and deed.



Yolanda D. Haley  
Notary Public  
My Commission Expires: 3/6/10

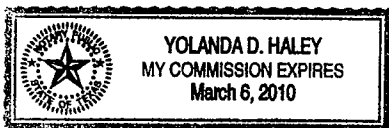
ACKNOWLEDGMENT

STATE OF TEXAS :

: SS

COUNTY OF DAWES :

Before me, the undersigned, a Notary Public, on this 28<sup>th</sup> day of June, 2007, personally appeared David Watts to me known personally, who, being by me duly sworn, did say that he is the President of Future Food, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, and the said President acknowledged said instrument to be his free act and deed.



Yolanda D. Haley  
Notary Public  
My Commission Expires: 3/6/10

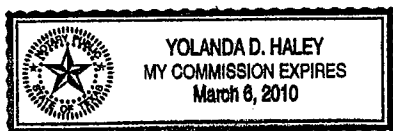
ACKNOWLEDGMENT

STATE OF TEXAS :

: SS

COUNTY OF DAWES :

Before me, the undersigned, a Notary Public, on this 28<sup>th</sup> day of June, 2007, personally appeared KYLE BRADFORD to me known personally, who, being by me duly sworn, did say that he is the VICE PRESIDENT of American Capital Financial Services, Inc., as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Vice President acknowledged said instrument to be his free act and deed.



Yolanda D. Haley  
Notary Public  
My Commission Expires: 3/6/10

**SCHEDULE A**

**PATENT COLLATERAL**

Registered Patents

None.

Pending Patent Applications

None.

## SCHEDULE B

### TRADEMARK COLLATERAL

#### Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Santa Barbara Bay	2,294,045	11/23/1999
United States	Salads of the Sea	2,426,979	2/6/2001
United States	Channel Island Bay	2,290,905	11/9/1999

#### Trademarks Used But Not Registered

None.

#### Unregistered Trademarks No Longer Used

Savory Blends

Deli Favorites

#### Pending Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
United States	Parmesanos	78/867036	4/21/2006

#### Trademark Licenses

None.

**SCHEDULE C**

**DOMAIN NAMES**

www.saladsofthesea.com

www.saladsofthesea.net

www.santabarbarabay.com