

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage International Foods Corp.		09/20/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Harris N.A., as administrative agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77212429	GLOBAL CHEESE MARKET
Serial Number:	77217346	GLOBAL CHEESE MARKET
Registration Number:	2997458	ADVANTAGE GOURMET
Registration Number:	1919983	MAITRE D'
Registration Number:	2841240	CROISSANT TWIRLS
Registration Number:	2298128	BELLA COLLINA
Registration Number:	2559438	NEW WAY-NATURAL DAY

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430

Email: kalwa@chapman.com

Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street

CH \$190.00 77212429

900087542

TRADEMARK
REEL: 003626 FRAME: 0395

Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1604362
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	09/21/2007
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Total Attachments: 5 source=2312291#page1.tif source=2312291#page2.tif source=2312291#page3.tif source=2312291#page4.tif source=2312291#page5.tif
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TRADEMARK COLLATERAL AGREEMENT

This 20th day of September, 2007, ADVANTAGE INTERNATIONAL FOODS CORP., a New Jersey corporation ("*Debtor*"), with its principal place of business and mailing address at 7 Patton Drive, West Caldwell, New Jersey 07006, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of August 7, 2006 among Debtor, the other debtors party thereto and the Agent, as the same has been or may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

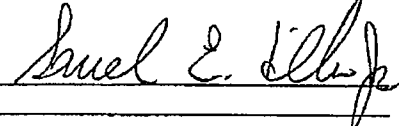
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as granting a security interest to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be exempted from this Agreement.

Debtor does hereby further acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the

Security Agreement and in the event of any conflict or ambiguity between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ADVANTAGE INTERNATIONAL FOODS CORP.

By 
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By _____
Name: _____
Its: _____

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ADVANTAGE INTERNATIONAL FOODS CORP.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as administrative agent

By Betzaida Edelgá
Name: Betzaida Edelgá
Its: Director

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS**

MARK	SERIAL NO.	REGISTRATION No.	DATE
GLOBAL CHEESE MARKET	77/212,429		6/21/07
GLOBAL CHEESE MARKET	77/217,346		6/27/07
ADVANTAGE GOURMET	78/405,893	2,997,458	4/21/04
MAITRE D'	74/498,574	1,919,983	3/9/94
CROISSANT TWIRLS	76/451,427	2,841,240	9/20/02
BELLA COLLINA	75/576,631	2,298,128	12/07/99
NEW WAY- NATURAL DAY	75/718,032	2,559,438	6/1/99

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.