

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
Hickory Farms, Inc.		09/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC, as administrative agent and collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3193019	ACE SPECIALTY FOODS
Registration Number:	1294690	ALMOND PLAZA
Registration Number:	1271182	ALMOND PLAZA
Registration Number:	0883065	ALMOND PLAZA
Registration Number:	2723396	ALMOND PLAZA
Registration Number:	0875260	BEEF STICK
Registration Number:	2751106	BIG BARN CHEDDAR
Serial Number:	78818813	BUY NOW, SHIP LATER, RELAX
Registration Number:	1509395	
Registration Number:	1198979	CHEDDY BROT
Registration Number:	2135008	CHRISTMAS CELEBRATION
Registration Number:	3188800	CROWN COMICE
Registration Number:	3276980	FIRE GLAZED HAM
Serial Number:	78923249	FLAVORS OF THE SEASON

CH \$1140.00 3193019

Registration Number:	3223988	FRUIT FOR ALL SEASONS
Registration Number:	2946428	FUEL FOR THE RACE FAN
Registration Number:	3162092	GOURMET REWARDS
Registration Number:	1273713	HEAVENLY HAWAIIAN
Registration Number:	3016141	HICKORY FARMS
Registration Number:	1413521	HICKORY FARMS
Serial Number:	78743918	HICKORY FARMS MAKES ANY OCCASION MORE SPECIAL
Registration Number:	0860629	HICKORY FARMS OF OHIO
Serial Number:	78758003	HICKORY FARMS SMOKEY BAR
Registration Number:	2764977	HONEYGOLD
Serial Number:	78847084	MAKE ANY OCCASION MORE SPECIAL
Registration Number:	2815450	MAKE IT HICKORY FARMS SPECIAL
Registration Number:	1217713	MISSION JACK
Registration Number:	1574820	MISSION ORCHARDS
Registration Number:	1922244	NATURAL GOODNESS FROM CALIFORNIA
Registration Number:	2178645	NATURE'S FINEST GIFTS
Registration Number:	0852841	PFAELZER
Registration Number:	1259666	PINNACLE ORCHARDS
Registration Number:	1469239	
Registration Number:	1050827	ROUNDS O' RYE
Serial Number:	78818803	SAVE NOW, SHIP LATER, RELAX
Registration Number:	2399976	SOMETHING TO CELEBRATE
Registration Number:	0941605	SPICE DELIGHT
Registration Number:	2614393	TASTEFUL REWARDS
Registration Number:	2228909	THE GIFT EVERYONE LOVES TO GET
Registration Number:	1412685	THE SQUIRE'S CHOICE
Registration Number:	1253889	THE SQUIRE'S CHOICE
Registration Number:	1736803	THE SQUIRE'S CHOICE CONNOISSEUR'S COLLECTION
Serial Number:	77077761	TRUST THE TRADITION
Serial Number:	78421981	TURKEY STICK
Registration Number:	2813742	YOUR INSTANT GIFT LIST

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: Watt Wanapha
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0836
NAME OF SUBMITTER:	Watt Wanapha (014951.0836)
Signature:	/kc for ww/
Date:	10/02/2007

Total Attachments: 13

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS AGREEMENT, dated as of September 28, 2007 (this "Agreement"), between HICKORY FARMS, INC., a Delaware corporation (herein, together with its successors and assigns, the "Assignor"), and ABLECO FINANCE LLC, as administrative agent and collateral agent (in such capacity, together with its successors and assigns, if any, the "Agent"), for itself and the Lenders (as hereinafter defined):

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Term Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Assignor, the financial institutions that are or may from time to time become parties to the Credit Agreement referred to below (together with their respective successors and assigns the "Lenders"), and the Agent.

(2) The Credit Agreement provides, among other things, for loans or advances or other extensions of credit by the Agent and the Lenders to or for the benefit of the Borrower.

(3) It is a condition precedent to the making of Loans under the Credit Agreement that the Assignor shall have executed and delivered to the Agent this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Agent and the other Secured Creditors as follows:

1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Credit Agreement. The following terms, as used in this Agreement, shall have the following meanings:

"Agent" has the meaning set forth in the preamble to this Agreement.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Assignor" has the meaning set forth in the preamble to this Agreement.

"IP Collateral" has the meaning set forth in Section 2 below.

"Credit Agreement" has the meaning set forth in the recitals to this Agreement.

"Lenders" has the meaning set forth in the recitals to this Agreement.

"Secured Creditor" means any of the Agent, the Lenders or any other Person to whom Obligations may be owing from time to time and "Secured Creditors" means all such Persons collectively.

"Secured Obligations" means, collectively, (i) all Obligations and (ii) all obligations and liabilities of the Assignor under this Agreement.

2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby grants to the Agent, for the benefit of the Secured Creditors, a security interest (subject to Permitted Encumbrances) in, a general lien upon and/or a right of set-off against all right, title and interest of the Assignor in and to the following Collateral, whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world (hereafter collectively called the "IP Collateral"):

- (a) all letters patent issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (b) all applications for letters patent to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (c) all letters patent issued by any other country or any office, agency or other governmental authority;
- (d) all applications for letters patent to be issued by any other country or any office, agency or other governmental authority;
- (e) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (f) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (g) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (h) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any other country's province, department or other governmental subdivision;
- (i) all copyright registrations issued by the United States Copyright Office (including, without limitation, those listed on Schedule A to this Agreement);
- (j) all applications for copyright registration to be issued by the United States Copyright Office (including, without limitation, those listed on Schedule A to this Agreement);

- (k) all copyright registrations issued by any other country or any office, agency or other governmental authority;
- (l) all applications for copyright registration to be issued by any other country or any office, agency or other governmental authority;
- (m) all registrations and recordings with respect to any of the foregoing;
- (n) all reissues, continuations, continuations-in-part, extension, divisions and renewals of any of the foregoing;
- (o) all rights to sue for past, present or future infringements of any of the foregoing;
- (p) all goodwill related to any of the foregoing;
- (q) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (r) all proceeds of any and all of the foregoing.

3. Continuing Liability. The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under the IP Collateral, including without limitation, each license, interest and obligation assigned to the Agent hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall have no obligation or liability under the IP Collateral, including without limitation, any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Agent or the receipt by the Agent of any payment relating to the IP Collateral, including without limitation, any such license, interest or obligation pursuant thereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under the IP Collateral, including without limitation, any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Purpose. This Agreement has been executed and delivered by Assignor for the purpose of recording with the United States Patent and Trademark Office the grant of a security interest in the IP Collateral made and more fully set forth in the Credit Agreement. The security interest granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to Agent under the Credit Agreement with respect to Collateral consisting of Intellectual Property. Assignor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and made expressly applicable to this Agreement by this reference thereto. In the event that any provision of this

Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 15.6 of the Credit Agreement.

6. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

7. Obligations Absolute. The obligations of the Assignor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, other than payment in full in cash of, and performance in full of, all of the Secured Obligations (other than unasserted indemnity obligations):

8. Termination and Reassignment. After the termination of the Commitments, when no Note is outstanding and when all Secured Obligations (other than unasserted indemnity obligations) have been paid in full in cash and performed in full, this Agreement shall terminate, and the Agent, at the request and expense of the Assignor, will execute and deliver to the Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and releasing the security interest granted herein and in the Credit Agreement in the IP Collateral and duly reassigning (without representation or warranty) to the Assignor any rights assigned hereby.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

10. Intercreditor Agreement. This Agreement and the rights and remedies accruing to the Agent hereunder are, in each case, subject to that certain Intercreditor Agreement of even date herewith by and among the Agent, Working Capital Agent and Assignor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HICKORY FARMS, INC.,

By: _____

Name: John J. Langdon
Title: President and CEO

ABLECO FINANCE LLC,
as Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

HICKORY FARMS, INC.,

By: _____
Name:
Title:

ABLECO FINANCE LLC,
as Agent

By: _____
Name: DANIEL E. WOLF
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____

ss.:

COUNTY OF _____

On this ____ day of _____, 2007, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the _____ of HICKORY FARMS, INC., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Notary Seal]


ACKNOWLEDGEMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 28th day of September , 2007, before me personally came DANIEL E. WOLF, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of ABLECO FINANCE LLC, a Delaware limited liability company, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



[NOTARY SEAL]

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2011

**Schedule A
to
Patent, Trademark and Copyright
Security Agreement**

**TRADEMARKS, TRADE NAMES,
SERVICE MARKS, ETC. ON RECORD WITH
THE UNITED STATES PATENT AND TRADEMARK OFFICE**

United States Trademarks

Trademark Description	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Ace Specialty Foods	78810122	02/08/06	3193019	01/02/07	Registered
Almond Plaza	73405772	12/13/82	1294690	09/11/84	Registered
Almond Plaza	73404912	12/06/82	1271182	03/20/84	Registered
Almond Plaza	72300803	06/19/68	0883065	12/23/69	Registered
Almond Plaza	76330213	10/26/01	2723396	06/10/03	Registered
Beef Stick	72290646	02/08/68	0875260	08/19/69	Registered
Big Barn Cheddar	76325730	10/15/01	2751106	08/12/03	Registered
Buy Now, Ship Later, Relax	78818813	02/20/06	----	----	Pending
Cashew Cluster Device [design]	73685251	09/21/87	1509395	10/18/88	Registered
Cheddy Brot	73272580	08/01/80	1198979	06/22/82	Registered
Christmas Celebration	75124314	06/20/96	2135008	02/03/98	Registered

Trademark Description	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Crown Comice	78635253	05/23/05	3188800	12/26/06	Registered
Fire Glazed Ham	78660693	06/29/05	3276980	08/07/07	Registered
Flavors Of The Season	78923249	07/06/06	----	----	Pending
Fruit For All Seasons	78634620	05/23/05	3223988	04/03/07	Registered
Fuel For The Race Fan	76415057	06/06/02	2946428	05/03/05	Registered
Gourmet Rewards	78682775	01/05/05	3162092	10/24/06	Registered
Heavenly Hawaiian	73368076	06/04/82	1273713	04/10/84	Registered
Hickory Farms	78264771	06/19/03	3016141	11/15/05	Registered
Hickory Farms	73561477	10/04/85	1413521	10/14/86	Registered
Hickory Farms Makes Any Occasion More Special	78743918	10/31/05	----	----	Pending
Hickory Farms Of Ohio	72240478	03/08/66	0860629	11/19/68	Registered
Hickory Farms Smokey Bar	78758003	11/21/05	----	----	Pending
Honeygold	76250013	05/02/01	2764977	09/16/03	Registered
Make Any Occasion More Special	78847084	03/27/06	----	----	Pending
Make It Hickory Farms Special	76339392	11/16/01	2815450	02/17/04	Registered

Trademark Description	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Mission Jack	73303804	04/01/81	1217713	11/23/82	Registered
Mission Orchards	73752661	09/19/88	1574820	01/02/90	Registered
Natural Goodness From California	74383840	04/28/93	1922244	09/26/95	Registered
Nature's Finest Gifts	75357672	09/16/97	2178645	08/04/98	Registered
pfaelzer	72251043	07/26/66	0852841	07/16/68	Registered
Pinnacle Orchards	73383957	09/23/82	1259666	11/29/83	Registered
Quail And Poppy Device [design]	73657471	04/27/87	1469239	12/15/87	Registered
Rounds O' Rye	73073350	01/02/76	1050827	10/19/76	Registered
Save Now, Ship Later, Relax	78818803	02/20/06	----	----	Pending
Something To Celebrate	75836441	10/29/99	2399976	10/31/00	Registered
Spice Delight	72389173	04/14/71	0941605	08/22/72	Registered
Tasteful Rewards	76187300	12/27/00	2614393	09/03/02	Registered
The Gift Everyone Loves To Get	75476530	04/29/98	2228909	03/02/99	Registered
The Squire's Choice	73562725	10/11/85	1412685	10/07/86	Registered
The Squire's Choice	73378559	08/06/82	1253889	10/11/83	Registered

Trademark Description	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
The Squire's Choice Connoisseur's Collection	74080473	07/19/90	1736803	12/01/92	Registered
Trust The Tradition	77077761	01/08/07	----	----	Pending
Turkey Stick	78421981	05/20/04	----	----	Pending
Your Instant Gift List	76378884	03/06/02	2813742	02/10/04	Registered

Foreign Trademarks

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
America's Leading Cheese Stores	Canada	0400655	07/28/76	TMA226657	03/17/78	Registered
Beef Stick	Canada	0436520	03/02/79	TMA282666	08/26/83	Registered
Beef Stick	Canada	0430702	10/06/78	TMA282419	08/19/83	Registered
Hickory Farms	Canada	0379238	09/30/74	TMA215610	08/27/76	Registered
Hickory Farms Christmas Celebration Select Coffee	Canada	0843995	04/30/97	TMA522164	01/25/00	Registered
Hickory Farms Smokey Bar	Canada	1282090	12/06/05	----	----	Pending
Hickory Farms Turkey Stick	Canada	0843994	04/30/97	TMA498266	08/05/98	Registered
Rounds O'rye	Canada	0405883	01/04/77	TMA232156	03/16/79	Registered
Hickory Farms	Japan	S58-052831	06/08/83	1951953	05/29/87	Registered
Hickory Farms	Japan	S58-052830	06/08/83	1889438	09/29/86	Registered

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
Hickory Farms	Japan	S58-052829	06/08/83	1793460	07/29/85	Registered
Yankee Trader	Japan	S63-113956	10/07/88	2272463	10/31/90	Registered
Hickory Farms	Taiwan	---	---	447109	---	---
Hickory Farms	Taiwan	---	---	452127	---	---
Hickory Farms	Taiwan	---	---	450047	---	---