

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH		12/12/2007	CORPORATION: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO, NATIONAL ASSOCIATION
<b>Street Address:</b>	120 Mountain View Boulevard
<b>Internal Address:</b>	New Jersey RCBO, MAC N2684-020
<b>City:</b>	Basking Ridge
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07920
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION:

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	1465693	ADRIATIC
Registration Number:	0532855	ATALANTA
Registration Number:	2248295	CASA DIVA
Serial Number:	77178659	CASA LINDA
Registration Number:	1623834	CELEBRITY
Registration Number:	0774231	CELEBRITY BRAND
Registration Number:	0713933	CELEBRITY BRAND
Registration Number:	2957047	CELEBRITY INTERNATIONAL
Serial Number:	78580501	CHEVRELAIT BRAND
Registration Number:	0872277	CONGA
Registration Number:	0962953	CSARDAS BRAND

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Registration Number:	0921239	DEL DESTINO
Registration Number:	1780873	EUROPA
Serial Number:	77232752	EUROPA
Registration Number:	2259628	FULL CUT
Registration Number:	1336974	JAMON
Registration Number:	1238698	LANTIA
Registration Number:	2461874	MAZUREK
Registration Number:	2659421	MERMAID BRAND
Registration Number:	2147777	MILL DANCE BRAND
Registration Number:	2189898	NORDIC PRIDE
Registration Number:	3017140	PIC-HAM
Registration Number:	1267315	PIGGY-BACK PACK
Registration Number:	2471384	POLONAISE
Registration Number:	2338728	ROYAL MAHOUT
Registration Number:	2502161	SIBIU
Registration Number:	1344833	WHITE CROWN
Registration Number:	1344832	WHITE CROWN
Registration Number:	1658336	ZERTO
Serial Number:	78260092	BRIARBROOK
Serial Number:	78580389	BRIARBROOK
Registration Number:	0702675	DEEP BLUE
Registration Number:	1190144	DEEP BLUE
Registration Number:	0650186	GREAT OCEAN
Registration Number:	1150565	GREAT OCEAN
Registration Number:	1152575	ROYALTY
Registration Number:	1698456	ROYALTY
Registration Number:	2865105	ROYALTY
Registration Number:	0570147	SWEET TREAT
Registration Number:	0720079	TREASURE ISLE
Registration Number:	1152553	TREASURE ISLE

**CORRESPONDENCE DATA**

Fax Number: (516)802-7008

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

Phone: 516-802-7007

Email: dcamelo@levystopol.com

Correspondent Name: Dianne M. Camelo  
Address Line 1: 1425 Rexcorp Plaza  
Address Line 4: Uniondale, NEW YORK 11556

NAME OF SUBMITTER:	Dianne M. Camelo
Signature:	/dianne m. camelo/
Date:	12/19/2007

**Total Attachments: 17**

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**ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Assignment") is effective as of December 12, 2007 and executed by COÖPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, as Agent ("Assignor" or "Rabobank") for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent ("Assignee").

WHEREAS, Atalanta Corporation, Camerican International, Inc. and J.F. Braun & Sons, Inc. ("Borrowers") own all right, title and interest in and to the Pledged Collateral (as such term is defined below);

WHEREAS, Borrowers entered into that certain Credit Agreement dated as of February 15, 2006 (the "2006 Credit Agreement") with Rabobank, as Agent and certain other lending institutions named thereunder;

WHEREAS, pursuant to the 2006 Credit Agreement, Borrowers entered into that certain Security Agreement dated as of February 15, 2006 (the "Security Agreement") in favor of Assignor;

WHEREAS, pursuant to a certain Assignment and Acceptance of Agency and Loan Documents dated of even date herewith (the "Agency Assignment"), Assignee was appointed as successor Agent under the 2006 Credit Agreement and the ancillary Loan Documents, and Assignee accepted and assumed the same.

WHEREAS, the Borrowers, the financial institutions from time to time party thereto and the Assignee, as Agent, have entered into an Amended and Restated Credit Agreement dated of even date herewith (the "Amended and Restated Credit Agreement");

WHEREAS, pursuant to the Security Agreement, Borrowers pledged, assigned, transferred and granted to Assignor for Assignor's benefit, and Assignor accepted, a continuing security interest in and to all of the right, title and interest of Borrowers in, to and under the following property, whether existing as of the date of the Security Agreement or thereafter acquired (collectively, the "Pledged Collateral"):

(a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordations thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including those identified by Borrowers on Schedule 1A; all reissues, extensions and renewals thereof; all income royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including damages or payments for past or future infringements of any of the foregoing; the right to sue for past, present and future infringements of any of the foregoing; all rights corresponding to any of the foregoing throughout the world; and all goodwill associated with and

symbolized by any of the (hereinafter referred to collectively as the "Trademarks"); and any written agreement now or hereafter in existence granting to Borrowers any right to use any registered trademark, including the agreements identified for such Borrower on Schedule 1A hereto (hereinafter referred to collectively as the "Trademark Licenses");

(b) all patents, patent applications and patentable inventions of Borrowers, including those identified by Borrowers on Schedule 1A, and all inventions and improvements described and claimed therein; all continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; all income, royalties, profits, damages, awards and payments relating to or payable under any of the foregoing; the right to sue for past, present and future infringements of any of the foregoing; and all other rights and benefits relating to any of the foregoing throughout the world (hereinafter referred to collectively as the "Patents"), and any written agreement now or hereafter in existence granting to the Borrowers any right to use any invention on which a registered patent is in existence including the agreement identified for such Borrower on Schedule 1A (hereinafter referred to collectively as the "Patent Licenses"); and

(c) all copyrights, works protectable by copyright, copyright registrations and copyright applications of the Borrowers, including those identified for such Borrower on Schedule 1A; all renewals, extensions and modifications thereof; all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; the right to sue for past, present and future infringements of any of the foregoing; and all other rights and benefits relating to the foregoing throughout the world (hereinafter referred to collectively as the "Copyrights"); any written agreement now or hereafter in existence granting to the Borrower any right to use any registered copyright including the agreements identified by such Borrower on Schedule 1A (hereinafter referred to collectively as the "Copyright Licenses");

in order to secure the payment, performance and observance of the obligations secured by the Security Agreement (the "Secured Obligations"); and

WHEREAS, pursuant to the Agency Assignment, Assignor agreed to assign and transfer to Assignee, as successor Agent, all right, title and interest in and to the Secured Obligations, together with all collateral therefor, including but not limited to the Pledged Collateral, and Assignee has accepted and assumed the same (collectively, the "Assigned Interest");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby confirm that it conveys, sells, assigns, transfers and sets over unto Assignee for the benefit of Assignee all right, title and interest in and to the Assigned Interest.

Assignor and Borrower each acknowledge and affirm that Assignee's rights and remedies with respect to the Assigned Interest are set forth more fully in the Assignment Agreement.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Assignor has executed this Assignment through a duly authorized officer.

COÖPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, as Agent

By: [Signature]  
Name: Lisa Beiser  
Title: Executive Director

By: [Signature]  
Name: Brett Delfino  
Title: Executive Director

STATE OF New York  
COUNTY OF New York ss.:

On this 12<sup>th</sup> day of December, 2007, before me personally came LISA A. BELSEN, 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 EXECUTIVE DIRECTOR of COÖPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, and that (s)he executed the foregoing instrument in the firm name, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]  
JOCELYNE LALLEMAND  
Notary Public, State of New York  
No. 01LA6165644  
Qualified in Rockland County  
Certificate Filed in New York County  
My Commission Expires May 17, 2011

STATE OF New York  
COUNTY OF New York ss.:

On this 12<sup>th</sup> day of December, 2007, before me personally came BRETT DELFINO, 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 EXECUTIVE DIRECTOR of COÖPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, and that (s)he executed the foregoing instrument in the firm name, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]  
JOCELYNE LALLEMAND  
Notary Public, State of New York  
No. 01LA6165644  
Qualified in Rockland County  
Certificate Filed in New York County  
My Commission Expires May 17, 2011  
**TRADEMARK**

ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN

ATALANTA CORPORATION

By: C.E. Stough  
Name: C.E. STOUGH  
Title: CFO

STATE OF New Jersey  
COUNTY OF Union

ss.:

On this 11<sup>th</sup> day of December, 2007, before me personally came Charles E. Stough, 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 CFO of ATALANTA CORPORATION, and that (s)he executed the foregoing instrument in the firm name, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Dianne M. Camelo

DIANNE M. CAMELO  
Attorney at Law  
State of New Jersey

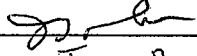
TRADEMARK

REEL: 003681 FRAME: 0568



ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN

CAMERICAN INTERNATIONAL, INC.

By:   
Name: Jay Breslow  
Title: CFO

STATE OF New Jersey  
COUNTY OF Union

ss.:

On this 11<sup>th</sup> day of December, 2007, before me personally came Jay Breslow, 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 CFO of CAMERICAN INTERNATIONAL, INC., and that (s)he executed the foregoing instrument in the firm name, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



DIANNE M. CAMELO  
Attorney at Law  
State of New Jersey

ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN

J.F. BRAUN & SONS, INC.

By: John McRoberts  
Name: JoAnn McRoberts  
Title: CFO

STATE OF New Jersey  
COUNTY OF Union

ss.:

On this 11<sup>th</sup> day of December, 2007, before me personally came JoAnn McRoberts 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 CFO of J.F. BRAUN & SONS, INC., and that (s)he executed the foregoing instrument in the firm name, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Dianne M. Camelo

DIANNE M. CAMELO  
Attorney at Law  
State of New Jersey

**SCHEDULE 1A**

ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

SEE ATTACHED

Intellectual Property - Atalanta Corporation

COPYRIGHTS						
Owner of Record	Country of Registration	Copyright	Applications or Registration No.	Registration or Filing Date	Expiration Date	Title
NONE						

PATENTS						
Owner of Record After Assignment Agreements are Filed	Country of Origin	Patent Identification	Application or Registration No.	Registration or Filing Date	Issue Date (if known)	Expiration Date
NONE						

**TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	ADRIATIC	1,465,693	4/23/1985	11/17/2007	Processed Fish, Processed Pepper, Jams, Fruits in Syrup, Pickles and Fruit Syrups Used as Toppings, namely, Raspberry, Blackberry, Black Currant, Orange, and Sour Cherry
Atalanta Corp.	United States	ATALANTA	532,855	6/6/1949	2/26/2011	Canned Ham
Atalanta Corp.	United States	CASA DIVA	2,248,295	9/24/1997	5/25/2009	Processed Meats, Ham and Olive Oil
Atalanta Corp.	United States	CASA LINDA	77178,659	5/11/2007		Processed foods, namely, jalapeno peppers, chipotle peppers, green chili peppers and tomatoes
Atalanta Corp.	Canada	CELEBRITY	TMA181,778	4/15/1971	3/10/2012	Meat Products, namely, canned, frozen and prepared meats; canned and frozen fish and shellfish; frozen froglegs; cheese, canned mushrooms and canned fruit
Atalanta Corp.	Portugal	CELEBRITY	102,315			
Atalanta Corp.	United States	CELEBRITY & Design	1,623,834	8/10/1989	9/26/2011	Processed meats, canned and frozen fish and shellfish, frogs legs, cheese, canned vegetables, canned fruit, jams and jellies, canned ham, sardines and anchovies

**TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	CELEBRITY BRAND	774,231	5/27/1963	9/16/2014	Meat, frozen fish, cheese, etc.
Atalanta Corp.	United States	CELEBRITY BRAND	713,933	5/9/1960	8/11/2011	Sardines and anchovies
Atalanta Corp.	United States	CELEBRITY INTERNATIONAL	2,957,047	10/30/2003	5/31/2015	Cheese
Atalanta Corp.	Canada	CELEBRITY INTERNATIONAL	TMA636,121	11/5/2003	3/24/2015	Cheese
Atalanta Corp.	United States	CHEVRELAIT BRAND	78/580,501	3/4/2005		Cheese
Atalanta Corp.	United States	CONGA	872,277	5/16/1968	7/1/2009	Meat products, namely, cooked ham, luncheon meat, pork shoulder picnic and salami sausage
Atalanta Corp.	United States	CSARDAS & DESIGN	962,953	2/10/1972	9/29/2013	Ham and other meat products
Atalanta Corp.	United States	DEL DESTINO	921,239	11/20/1970	2/13/2012	Canned tomatoes and tomato puree
Atalanta Corp.	United States	EUROPA	1,780,873	9/6/1991	12/04/2013	Fruit preserves
Atalanta Corp.	United States	EUROPA	77/232/752	7/18/2007		Olive Oil and preserved truffles
Atalanta Corp.	United States	FULL CUT (Design)	2,259,628	8/17/1998	7/6/2009	Turkey
Atalanta Corp.	United States	JAMON & DESIGN	1,336,974	9/26/1983	5/21/2015	Cooked ham
Atalanta Corp.	United States	LANTIA	1,238,698	6/11/1981	5/17/2013	Wine

**TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	MAZUREK & DESIGN	2,461,874	5/19/2000	6/19/2011	Ham
Atalanta Corp.	United States	MERMAID BRAND & DESIGN	2,659,421	10/13/2000	12/10/2012	Processed Meats
Atalanta Corp.	United States	MILL DANCE BRAND	2,147,777	4/28/1997	3/31/2008	Cheese
Atalanta Corp.	United States	NORDIC PRIDE	2,189,898	1/13/1997	9/15/2008	Ham and Processed Meat
Atalanta Corp.	United States	PIC-HAM	3,017,140	10/13/2000	11/22/2015	Pork Shoulder Picnic and Ham
Atalanta Corp.	United States	PIGGY-BACK PACK	1,267,315	4/5/1982	4/5/2014	Sliced Ham and Cheese
Atalanta Corp.	United States	POLONAISE	2,471,384	3/31/2000	7/24/2011	Processed Meats, Canned Frozen and Prepared Meats; Canned and Frozen Fish and Shellfish; Cheese, Canned Fruit, Canned Vegetables
Atalanta Corp.	United States	ROYAL MAHOUT (Design)	2,338,728	7/1/1999	4/4/2010	Rice
Atalanta Corp.	United States	SIBIU	2,502,161	10/13/2000	10/30/2011	Processed Meats
Atalanta Corp.	United States	WHITE CROWN	1,344,833	2/8/15/1984	6/25/2015	Pork Shoulder Picnic, Canned Pineapple, Cooked Ham, Canned Mushrooms, Corned Beef and Luncheon Meat

**TRADEMARK**

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**TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	WHITE CROWN & DESIGN	1,344,832	2/15/1984	6/25/2015	Pork Shoulder Picnic, Canned Pineapple, Cooked Ham, Canned Mushrooms, Corned Beef and Luncheon Meat
Atalanta Corp.	United States	ZERTO	1,658,336	5/24/1990	12/7/2011	Cheese and Pepperoni
Atalanta Corp.	Canada	ZERTO	TMA621,641	2/2/2004	10/4/2014	Cheeses, Pepperoni and Boneless Prosciutto Ham; Cheese and Pepperoni
Atalanta Corp.	Canada	ZERTO & Design	TMA471,394	5/5/1995	2/20/2007	Cheeses, Pepperoni and Boneless Prosciutto Ham



Intellectual Property - Camerican

COPYRIGHTS						
Owner of Record	Country of Registration	Copyright	Applications or Registration No.	Registration or Filing Date	Expiration Date	Title
NONE						

PATENTS						
Owner of Record After Assignments are Filed	Country of Origin	Patent Identification	Application or Registration No.	Registration or Filing Date	Issue Date (if known)	Expiration Date
NONE						

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	ADRIATIC	1,465,693	4/23/1985	11/17/2007	Processed Fish, Processed Pepper, Jams, Fruits in Syrup, Pickles and Fruit Syrups Used as Toppings, namely, Raspberry, Blackberry, Black Currant, Orange, and Sour Cherry
Atalanta Corp.	United States	ATALANTA	532,855	6/6/1949	2/26/2011	Canned Ham
Atalanta Corp.	United States	CASA DIVA	2,248,295	9/24/1997	5/25/2009	Processed Meats, Ham and Olive Oil
Camerican	United States	BRIARBROOK	78/260,092	6/9/2003		Frozen Fruits and Frozen Vegetables
Camerican	United States	BRIARBROOK	78/580,389	3/4/2005		Canned Fruits and Vegetables; Canned Meats and Fish; and Cheese
Camerican	United States	DEEP BLUE	702,675	10/9/1959	8/9/2010	Canned Lobster, Canned Crabmeat, Canned Tuna Fish and Canned Oysters
Camerican	United States	DEEP BLUE	1,190,144	5/27/1980	2/16/2012	Canned Fish and Canned Shellfish
Camerican	United States	GREAT OCEAN	650,186	5/10/1956	2/13/2008	Canned crabmeat, canned sardines and canned mackerel
Camerican	United States	GREAT OCEAN	1,150,565	9/27/1979	5/22/2011	Canned fish and canned crabmeat
Camerican	United States	ROYALTY	1,152,575	10/1/1979	5/22/2011	Canned Fruits and Vegetables, namely, carrots, tomatoes,

**TRADEMARKS**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
						artichokes, hearts of palm pimientos, apples, asparagus, bamboo shoots, water chestnuts, pineapples, mushrooms, mandarin oranges, orange sections, grapefruit sections, fruit salad and canned ham
Camerican	United States	ROYALTY	1,698,456	5/7/1990	8/15/2012	Canned Fish
Camerican	United States	ROYALTY	2,865,105	6/9/2003	7/20/2014	Frozen Fruits and Frozen Vegetables
Camerican	United States	SWEET TREAT	570,147	10/17/1950	3/30/2013	Canned Fruits and Canned Pineapple Juice
Camerican	United States	TREASURE ISLE	720,079	5/18/1960	9/7/2011	Canned Pineapple
Camerican	United States	TREASURE ISLE	1,152,553	6/22/1977	7/22/2011	Fruits and Vegetables

**TRADEMARK**

**REEL: 003681 FRAME: 0579**

Intellectual Property – J.F. Braun & Sons, Inc.

NONE