TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIVER RANCH FRESH FOODS, LLC		12/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH
Street Address:	245 Park Avenue, 38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167-0067
Entity Type:	Banking corporation:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77196669	STEAM SENSATIONS

CH $40.00 77196669

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (415) 268-6036
Email: rlal@mofo.com
Correspondent Name: John Kline, Senior Paralegal
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	55681-11
NAME OF SUBMITTER:	John Kline
Signature:	/John Kline/

Date:	12/20/2007

Total Attachments: 6
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GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of **December 10, 2007**, between **RIVER RANCH FRESH FOODS, LLC,** a Delaware limited liability company, having its chief executive office at 1156 Abbott Street, Salinas, California 93901 (the "*Assignor*"), and **COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH**, having an office at 245 Park Avenue, 38th Floor, New York, New York 10167-0067, not in its individual capacity, but in its separate capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "*Assignee*") (as each capitalized term is defined in the Credit Agreement (as defined below)).

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of November 15, 2006 (as the same may be amended, modified, supplemented or restated from time to time, the "*Credit Agreement*"), by and among River Ranch Fresh Foods, LLC, a Delaware limited liability company (the "*Borrower*") (formerly known as RRFF Acquisition Company, LLC), the Lenders named therein, and the Assignee, not in its individual capacity but in its separate capacities as the Issuing Bank and as the Administrative Agent on behalf of and for the benefit of the Secured Parties, the Secured Parties have agreed to make certain extensions of credit to or for the Borrower in the amounts and manner set forth in the Credit Agreement, the Reimbursement Agreement and the other Loan Documents;

WHEREAS, pursuant to the terms of an Second Amended and Restated Security Agreement dated as of November 15, 2006 (as the same may be amended, modified, supplemented or restated from time to time, the "*Security Agreement*"), in favor of the Administrative Agent on behalf and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "*Collateral,*" as defined in the Security Agreement; and

WHEREAS, the Secured Parties are willing to make, extend and maintain the Loans and Letters of Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.

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2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on ***Schedules A*** and ***B*** hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however,* that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

RIVER RANCH FRESH FOODS, LLC,
a Delaware corporation

By: _____
Printed Name: Robert V. Jenkins
Title: Pres/CEO

ASSIGNEE:

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

By: _____
Printed Name: John McMahon
Title: Managing Director

By: _____
Printed Name: REBECCA O. MAY
Title: Executive Director

sf-2216286

SCHEDULE A

U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE

SCHEDULE B

PENDING U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
77196669	STEAM SENSATIONS	June 4, 2007