

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
House of Spices (India), Inc.		12/28/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2317436	HOUSE OF SPICES
Registration Number:	1634269	LAXMI BRAND
Registration Number:	1245531	LAXMI BRAND
Registration Number:	1261855	SHAMIANA
Registration Number:	1625069	SHAMIANA
Registration Number:	2295790	TARLA DALAL
Serial Number:	76669683	AMMA'S KITCHEN

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8008339848  
 Email: matthew.mayer@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 80 State Street

CH \$190.00 2317436

Address Line 2: 6th Floor  
Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	CSC # 398227
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/14/2008

Total Attachments: 4  
source=Housespice\_PNC\_tm7#page2.tif  
source=Housespice\_PNC\_tm7#page3.tif  
source=Housespice\_PNC\_tm7#page4.tif  
source=Housespice\_PNC\_tm7#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 28 day of December, 2007 by HOUSE OF SPICES (INDIA), INC., a New York corporation ("Borrower"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan (as defined below):

### W I T N E S S E T H

WHEREAS, Borrower, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
House of Spices	2317436	02/15/2000
Laxmi Brand	1634269	02/05/1991
Laxmi Brand	1245531	07/12/1983
Shamiana	1261855	12/20/1983
Shamiana	1625069	01/27/1990
Tarla Dalal	2295790	11/30/1999

<u>Trademark Description</u>	<u>Canadian Registration No.</u>	<u>Date Registered</u>
Laxmi Brand	TMA490344	02/20/1998

**TRADEMARK APPLICATIONS**

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Date Filed</u>
Amma's Kitchen	76669683	11/29/2006

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 27<sup>th</sup> of December, 2007, before me personally appeared Gordhandas L. Sonia, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of HOUSE OF SPICES (INDIA), INC.; that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Barbara Walsh  
Notary Public  
My Commission Expires: 8/15/10

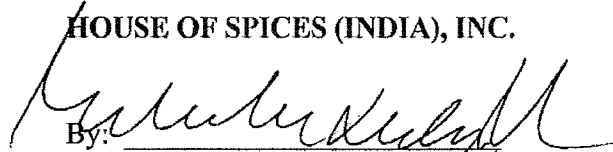
**BARBARA WALSH**  
Notary Public, State of New York  
No. 01WA4928486  
Qualified in Queens County  
Commission Expires August 15, 2010

*Notary Acknowledgement – Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003695 FRAME: 0366**

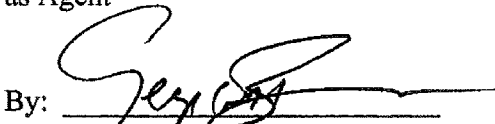
IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

**HOUSE OF SPICES (INDIA), INC.**

By:   
Name: Gordhadas L. Soni  
Title: President

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: George W. D. Barrow  
Title: Senior Vice President

*Signature Page to Trademark Security Agreement*