

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
Regions Bank, N.A.	FORMERLY AmSouth Bank f/k/a First American National Bank	06/25/2007	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Brown Bark II, L.P.
Street Address:	4100 Grennbriar, Suit 180
City:	Stafford
State/Country:	TEXAS
Postal Code:	77477
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	272452	EEL-BECK
Registration Number:	333618	DIXIELILY LIGHT AS AIR WHITE AS SNOW
Registration Number:	641495	PINE MOUNTAIN
Registration Number:	982318	CEE-LECT
Registration Number:	1016419	PERKERSON'S
Registration Number:	1149080	DIXIE LILY
Registration Number:	1488721	PINE MOUNTAIN
Registration Number:	1597643	DIXIE LILY

CORRESPONDENCE DATA

Fax Number: (615)255-4855
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 615-255-4849
 Email: probertson@smythepuryear.com
 Correspondent Name: Philip L. Robertson, Esq.

OP \$215.00 272452

Address Line 1: 144 Second Ave. N., Ste 333
Address Line 4: Nashville, TENNESSEE 37201

NAME OF SUBMITTER:	Philip L. Robertson
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Signature:	/Philip L. Robertson/
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Date:	01/24/2008
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Total Attachments: 31

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TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

FOR VALUE RECEIVED, SOUTHERN SPECIALTY BRANDS, INC., a Tennessee corporation, with offices at 142 Alton Road, Nashville, TN 37205 ("Debtor"), and FIRST AMERICAN NATIONAL BANK, a national banking association, with offices at First American Center, Nashville, TN 37237 ("Secured Party") agree as follows:

1. Security Interest. Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a security interest (the "Security Interest") in all its right, title and interest in and to the following (collectively, the "Collateral"):

a. Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof ("Patent"), including, without limitation, all such rights referred to in Schedule A hereto.

b. Patent Licenses. All agreements material to the operation of Debtor's businesses, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

c. Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country ("Trademark"), including, without limitation, all such rights referred to in Schedule A hereto.

d. Trademark Licenses. Any agreement, material to the businesses of the Debtor, written or oral, for the grant by or to Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

2. Indebtedness Secured. The Security Interest secures payment of any and all indebtedness and liabilities of Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments and other charges and expenses as hereinafter provided (collectively, the "Indebtedness").

3. Representations and Warranties. Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) the Collateral is subsisting; (b) Debtor has a genuine, valid, subsisting interest in the Collateral and knows of no defect in its title thereto; (c) Debtor has not heretofore alienated, assigned, encumbered or otherwise disposed of the Collateral; (d) there are no suits or actions commenced or threatened against Debtor with reference to the Collateral; and (e) Debtor is authorized to enter into this Trademark Security Agreement and Assignment (the "Security Agreement").

4. Covenants of Debtor. So long as any Indebtedness remains unpaid, Debtor will:

- a. Defend the Collateral against the claims and demands of all other parties;
- b. At the request of Secured Party, at Debtor's expense, bring suit in the name of Debtor for infringement, provided that Secured Party may prosecute others for infringement and may join Debtor as party-plaintiff if Secured Party determines to do so in its sole discretion;
- c. Keep the Collateral free from all security interests and other encumbrances, except the security interest granted hereby, the security interest granted to Sirrom Capital Corporation pursuant to the Trademark and Patent Security Agreement dated January 17, 1996, between Debtor and Sirrom Capital Corporation, and the security interest granted to The Pillsbury Company pursuant to a Security Agreement dated January 18, 1996, between the Debtor and The Pillsbury Company;
- d. Not sell, transfer, assign, license, deliver, dispose of or renounce any rights in and to any Collateral or any interest therein without the prior written consent of Secured Party;
- e. Promptly notify Secured Party of any suit for infringement brought against Debtor and promptly furnish Secured Party copies of the documents related to such litigation;
- f. Give notice that the trademarks are registered in the manner prescribed by Section 1111 of Title 15, United States Code, or by foreign law, if applicable.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

- a. Any Event of Default pursuant to the Loan and Security Agreement of even date herewith between Debtor and Secured Party (the "Loan Agreement");
- b. Any representation made herein proves to be false;
- c. Breach of any covenant set forth herein, provided that Debtor shall have thirty (30) days to cure any default that is subject to being cured in such time period.

6. Remedies. Upon that happening of any Event of Default, the Secured Party may exercise any one or more of the following remedies as it may elect in its sole discretion:

- a. Any rights and remedies provided under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party;
- b. Secured Party may use or license others to use the Collateral, and/or further assign the Collateral and/or its registrations together with the goodwill associated therewith;
- c. Secured Party may, but shall not be obligated to, remedy such default, and Debtor shall pay an amount equal to the costs of such remedy to Secured Party on demand;
- d. Any remedies provided in the Loan Agreement.

Without in any way requiring notice to be given in the following time and manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

7. Miscellaneous.

a. Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect, preserve and realize upon the Collateral.

b. No course of dealing between Debtor and Secured Party and no delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative.

c. Debtor authorizes Secured Party, without notice or demand and without affecting Debtor's obligations hereunder, from time to time; (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any party for payment of the Indebtedness or any part thereof; (ii) to release, substitute or modify any obligation of any endorser, guarantor or other party in any way obligated to pay the Indebtedness or any part thereof, or any party who has given any security, mortgage or other interest in any other collateral as security for the payment of the indebtedness or any part thereof; (iii) upon the occurrence of any event of default as hereinabove provided, to direct the order or manner or disposition of the Collateral and any and all other collateral and the enforcement of any and all endorsements, guaranties and other obligations relating to the Indebtedness or any party thereof, as Secured Party, in its sole discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or any part thereof.

d. The rights and benefits of Secured Party hereunder shall, if Secured Party so directs, inure to any party acquiring any interest in the Indebtedness or any part thereof, and Secured Party and Debtor as used herein shall include the successor or assigns of those parties.

e. No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made, except by a written agreement executed by Debtor and Secured Party.

f. This Security Agreement and the transaction evidenced hereby shall be construed under the laws of the State of Tennessee, as the same may from time to time be in effect.

g. All terms, unless otherwise defined in this Security Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in the State of Tennessee, as the same may from time to time be in effect.

h. This Security Agreement is and is intended to be a continuing agreement and shall remain in full force and effect until all of the Indebtedness outstanding or contracted or committed for (whether or not outstanding), together with interest accruing thereon, shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Indebtedness, Secured Party is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, this Security Agreement shall continue in full force notwithstanding any contrary action which may have been taken by Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to Secured Party's rights under this Security Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

Dated: January 18, 1996

DEBTOR:

SOUTHERN SPECIALTY BRANDS, INC.

By:



Dennis L. Dahl, President

Schedule A

Trademarks

Federally Registered:

Dixie Lily (subject to license agreement with The Pillsbury Company)

Eel-Beck

Perkersons (subject to license agreement with The Pillsbury Company)

Pine Mountain (subject to license agreement with The Pillsbury Company)

Cee-Lect

State Registered:

Alabama King

Cee-Lect

Dixie Lily (subject to license agreement with The Pillsbury Company)

Dunn's

Eel-Beck

Happy Vale

Hollyhock

Miller's

Pine Mountain (subject to license agreement with The Pillsbury Company)

See All

Unregistered:

Honey Girl

Country Mill

Old Fashioned

Big Chief

Southern Made

The following trademarks are licensed from The Pillsbury Company:

Martha White Cee-Lect Design (see attached)

Martha White Short Grain Rice Design (see attached)

Subject to the finalization of the terms of the Trademark Licensing Agreement, the picture of the girl affixed below, together with the words "Martha White Cee-Lect" will be licensed to Dixie Lily for 18 months. After 18 months, Buyer will cease using the "Martha White" name and will have a license to continue using the picture in connection with the name "Cee-Lect" for 50 years.



The mark affixed below will be licensed to Buyer for 30 months only for use in connection with the Martha White rice products. As soon as practicable during that period, Buyer shall add the words "Cee-Lect" to the mark and thereafter shall remove the words "Martha White."



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TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

FOR VALUE RECEIVED, SOUTHERN SPECIALTY BRANDS, INC., a Tennessee corporation, with its chief executive office at One American Center, 3100 West End Avenue, Suite 1200, Nashville, Tennessee ("Debtor"), and AMSOUTH BANK, with offices at 800 AmSouth Center, Nashville, Tennessee 37238 ("Secured Party") agree as follows:

1. Security Interest. Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a security interest (the "Security Interest") in all its right, title and interest in and to the following (collectively, the "Collateral"):

a. Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof ("Patent"), including, without limitation, all such rights referred to in Schedule A hereto.

b. Patent Licenses. All agreements material to the operation of Debtor's businesses, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule A hereto.

c. Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country ("Trademark"), including, without limitation, all such rights referred to in Schedule A hereto.

d. Trademark Licenses. Any agreement, material to the businesses of the Debtor, written or oral, for the grant by or to Debtor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule A hereto.

2. Indebtedness Secured. The Security interest secures payment of any and all indebtedness and liabilities of SSB-Victor Bravo, LLC, a Delaware limited liability company, and/or Debtor to Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by Secured Party for taxes, assessments and other charges and expenses as hereinafter provided (collectively, the "Indebtedness").

3. Representations and Warranties. Debtor represents and warrants and, so long as any Indebtedness remains unpaid, shall be deemed continuously to represent and warrant that: (a) the Collateral is subsisting (b) Debtor has a genuine, valid, subsisting interest in the Collateral and knows of no defect in its title thereto; (c) Debtor has not heretofore alienated, assigned,

encumbered or otherwise disposed of the Collateral; (d) there are no suits or actions commenced or threatened against Debtor with reference to the Collateral; and (e) Debtor is authorized to enter into this Trademark Security Agreement and Assignment (the "Security Agreement"):

4. Covenants of Debtor. So long as any Indebtedness remains unpaid, Debtor will:

- a. Defend the Collateral against the claims and demands of all other parties;
- b. At the request of Secured Party, at Debtor's expense, bring suit in the name of Debtor for infringement, provided that Secured Party may prosecute others for infringement and may join Debtor as party-plaintiff if Secured Party determines to do so in its sole discretion;
- c. Keep the Collateral free from all security interests and other encumbrances;
- d. Not sell, transfer, assign, license, deliver, dispose of or renounce any rights in and to any Collateral or any interest therein without the prior written consent of Secured Party;
- e. Promptly notify Secured Party of any suit for infringement brought against Debtor and promptly furnish Secured Party copies of the documents related to such litigation;
- f. Give notice that the trademarks are registered in the manner prescribed by Section 1111 of Title 15, United States Code, or by foreign law, if applicable.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

- a. Any Event of Default pursuant to the Unconditional and Continuing Guaranty of even date herewith between Debtor and Secured Party (the "Guaranty");
- b. Any representation made herein proves to be false;
- c. Breach of any covenant set forth herein, provided that Debtor shall have thirty (30) days to cure any default that is subject to being cured in such time period.

6. Remedies. Upon that happening of any Event of Default, the Secured Party may exercise any one or more of the following remedies as it may elect in its sole discretion:

- a. Any rights and remedies provided under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Secured Party;
- b. Secured Party may use or license others to use the Collateral, and/or further assign the Collateral and/or its registrations together with the goodwill associated therewith;

c. Secured Party may, but shall not be obligated to, remedy such default, and Debtor shall pay an amount equal to the costs of such remedy to Secured Party on demand;

d. Any remedies provided in the Guaranty.

Without in any way requiring notice to be given in the following time and manner, Debtor agrees that any notice by Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to Secured Party as the address to which notices hereunder shall be given to Debtor.

7. Miscellaneous.

a. Debtor hereby authorizes Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as Secured Party at its option may deem appropriate, and appoints Secured Party as Debtor's attorney-in-fact (without requiring Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which Secured Party deems appropriate to perfect and continue the Security Interest and to protect, preserve and realize upon the Collateral.

b. No course of dealing between Debtor and Secured Party and no delay or omission by Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of Secured Party hereunder are cumulative.

c. Debtor authorizes Secured Party, without notice or demand and without affecting Debtor's obligations hereunder, from time to time; (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any party for payment of the Indebtedness or any part thereof; (ii) to release, substitute or modify any obligation of any endorser, guarantor or other party in any way obligated to pay the Indebtedness or any part thereof, or any party who has given any security, mortgage or other interest in any other collateral as security for the payment of the indebtedness or any part thereof; (iii) upon the occurrence of any event of default as hereinabove provided, to direct the order or manner or disposition of the Collateral and any and all other collateral and the enforcement of any and all endorsements, guaranties and other obligations relating to the Indebtedness or any party thereof, as Secured Party, in its sole discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or any part thereof.

d. The rights and benefits of Secured Party hereunder shall, if Secured Party so directs, inure to any party acquiring any interest in the Indebtedness or any part thereof, and Secured Party and Debtor as used herein shall include the successor or assigns of those parties.

e. No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made, except by a written agreement executed by Debtor and Secured Party.

f. This Security Agreement and the transaction evidenced hereby shall be construed under the laws of the State of Tennessee, as the same may from time to time be in effect.

g. All terms, unless otherwise defined in this Security Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in the State of Tennessee, as the same may from time to time be in effect.

h. This Security Agreement is and is intended to be a continuing agreement and shall remain in full force and effect until all of the Indebtedness outstanding or contracted or committed for (whether or not outstanding), together with interest accruing thereon, shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Indebtedness, Secured Party is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, this Security Agreement shall continue in full force notwithstanding any contrary action which may have been taken by Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to Secured Party's rights under this Security Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

Dated: June 27, 2001

DEBTOR:

SOUTHERN SPECIALTY BRANDS, INC.

By: 

Dennis L. Dahl, President

SCHEDULE A

Mark	Goods	Serial Number	Application Status
BODACIOUS BLUEBERRY	Dry baking mixes	76/054,845	Pending; published for opposition 4/3/01
COCO NANA	Dry baking mixes	76/055,870	Pending; published for opposition 4/17/01
COSMIC CHERRY	Mixes for bakery goods	76/054,841	Pending; awaiting publication
PEACHES 'N CREAM	Mixes for making bakery goods	76/055,581	Pending; response to Office Action due 9/22/01
VERRY BERRY	Muffin mixes	75/939,456	Pending - Notice of Allowance issued; Statement of Use due 8/6/01
VERRY BERRY (Stylized)	Dry baking mixes	76/054,846	Pending; published for opposition 4/17/01
WATERMELON WOW	Mixes for bakery goods	76/054,843	Pending; awaiting publication

FIRST AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT AND ASSIGNMENT

This First Amendment to Trademark and Patent Security Agreement and Assignment (this "Amendment") dated as of August 31, 2006, is executed by SOUTHERN SPECIALTY BRANDS, INC. ("Debtor"), a Tennessee corporation, and AMSOUTH BANK ("Secured Party"), an Alabama banking corporation.

RECITALS

A. Debtor and Secured Party have previously entered into that certain Trademark and Patent Security Agreement and Assignment dated June 27, 2001 (the "Trademark Agreement"), whereby Debtor transferred and assigned to Secured Party and granted to Secured Party a security interest in all its right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, then existing or thereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country (collectively, the "Trademarks"), including, without limitation, all such rights referred to in Schedule A attached thereto.

B. Since that time, Debtor has acquired the following additional trademark (the "Additional Trademark"):

Trademark Registration No. 2,769,051
Trademark: DIXIE LILY
Registered: September 30, 2003

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Collateral Assignment. Debtor hereby reaffirms its prior transfer and assignment to Secured Party and its prior grant to Secured Party of a security interest in all of its Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark. Without limiting the foregoing, to secure the Indebtedness (as defined in the Trademark Agreement), Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a continuing security interest in all of its now owned or hereafter acquired Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark.

2. Reaffirmation. Debtor hereby reaffirms all representations and warranties set forth in the Trademark Agreement as being true and correct as of the date hereof. Except as expressly amended hereby, all terms and provisions of the Trademark Agreement remain in full force and effect. Debtor acknowledges and agrees that the Trademark Agreement, as amended

hereby, is enforceable against Debtor in accordance with its terms, subject to no setoff, counterclaim, or defense whatsoever.

3. Amendment, Modification, and Waiver in Writing. No provision of this Amendment can be amended, modified, or waived, except by a statement in writing signed by all parties to this Amendment.

4. Severability. Should any provision of this Amendment be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

5. Captions Not Controlling. Captions and headings have been included in this Amendment for the convenience of the parties, and shall not be construed as affecting the content of the respective paragraphs.

6. Counterparts. This instrument may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

7. Applicable Law. The validity, construction, and enforcement of this Amendment shall be determined according to the substantive laws of Tennessee without regard to conflicts principles, and by applicable federal law, to the extent that federal law may support the enforceability of this Amendment.

[signature page follows]

This First Amendment to Trademark and Patent Security Agreement and Assignment is executed as of the date first written above.

SOUTHERN SPECIALTY BRANDS, INC.

By:



Title:

President

AMSOUTH BANK

By:



Title:

Senior Vice President

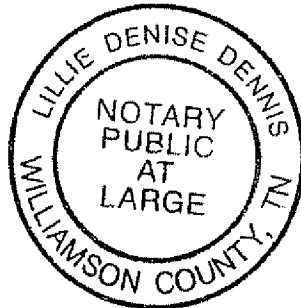
STATE OF Tennessee)

COUNTY OF Williamson)

ss.:

On this the 8th day of September, 2006, before me personally appeared Dennis Dahl who acknowledged himself to be the President of Southern Specialty Brands, Inc., a Tennessee corporation, and that he, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lillie Denise Dennis
NOTARY PUBLIC

State of Tennessee
My Commission Expires: Jan. 16, 2006

[SEAL]

STATE OF Alabama)

COUNTY OF Jefferson)

ss.:

On this the 20th day of September, 2006, before me personally appeared Darlene Chandler who acknowledged himself/herself to be the Sr. V.P. of AmSouth Bank, an Alabama banking corporation, and that he/she, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jeana D Bonds
NOTARY PUBLIC

State of Alabama
My Commission Expires: 1-18-2010

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 18, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1373947
102684-018

[Signature Page to First Amendment to Trademark and Patent
Security Agreement and Assignment]

TRADEMARK
REEL: 003703 FRAME: 0357

COPY

SECURITY AGREEMENT

SOUTHERN SPECIALTY BRANDS, INC. (hereinafter, "Debtor") hereby assigns and grants to AMSOUTH BANK, an Alabama state banking corporation (hereinafter, "Lender"), a security interest in the Collateral, as defined herein, to secure payment and performance of the Obligations, also as defined herein; and represents and warrants to, and agrees with, Lender as hereinafter set forth.

1. Collateral.

The "Collateral" is the following described property and all immediate and remote proceeds and products thereof, and accessions thereto:

All equipment, inventory, accounts, chattel paper, deposit accounts and all funds credited thereto, negotiable documents, instruments, investment property, letter-of-credit rights, and general intangibles; whether any of the foregoing is now or hereafter owned, held, acquired, or in existence.

The Collateral shall include: (a) as to property described herein by type or category, all such property now or hereafter (i) in Debtor's possession or control, (ii) subject to any claim of Debtor, or (iii) reflected on Debtor's financial statements or in other information provided to Lender as being assets of Debtor; (b) all present and future supporting obligations for, and all present and future security interests and liens securing, any Debt Collateral (as herein defined) subject to this Agreement; and (c) all books and records now or hereafter maintained by or for Debtor, or in Debtor's possession or control, pertaining to the Collateral.

2. Secured Obligations.

The indebtedness secured hereby (individually, an "Obligation", and, collectively, the "Obligations") shall include the following indebtedness and liabilities of Debtor: (1) loans made by Lender concurrently or in connection with this Agreement, all interest and other charges accrued thereon and also any renewals, extensions or refinancings thereof; (2) contingent obligations to Lender, under guaranty agreements or otherwise, incurred concurrently or in connection with this Agreement; (3) all expenditures by Lender for taxes, levies, insurance and preservation of the Collateral and otherwise in performance of any of Debtor's duties under this Agreement; (4) all other money heretofore or hereafter advanced by Lender at its option to or for the account of Debtor, and all other present or future, direct or contingent liabilities and indebtedness of Debtor to Lender of any nature whatsoever, and any extensions or renewals thereof, except that the advances, liabilities, and indebtedness described in this item (4) shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if any legally required disclosure of this security interest respecting such debt shall not have been timely made; (5) all attorneys' fees, court costs, and expenses of whatever kind incident to the collection of any of the foregoing Obligations and the enforcement or protection of the security interest hereby granted.

3. **Other Definitions.**

As used in this Security Agreement ("Agreement"):

The term "Collateral Obligor" means any account debtor or any other person obligated on Debt Collateral.

"Debt Collateral" means Collateral consisting of: accounts; chattel paper; deposit accounts; instruments; letter-of-credit rights; payment intangibles; and any other Collateral consisting of or representing an indebtedness, direct or contingent, matured or unmatured, contested or uncontested, liquidated or unliquidated, of any person to Debtor.

A "Related Agreement" is: any instrument evidencing or other agreement governing (either alone or with other Related Agreements) an Obligation; or any other agreement by which an Obligation is guaranteed or secured, or under which any person has undertaken any duty to Lender respecting an Obligation.

Any reference to "Lender" or "Debtor" in this Agreement, including without limitation any reference in that section describing the Obligations, shall include any immediate or remote Successor of such party. If "Debtor" denotes more than one person, it shall be deemed a reference to each person individually and all such persons collectively, and such persons' acts and agreements evidenced hereby are joint and several.

A person's "Successors" are: its heirs, representatives, successors and assigns, including any corporation or other person that results from or survives a merger, consolidation, or other restructuring of the person; any other person that continues the business of the person; or, with respect to Debtor, any person that is a "new debtor" within the meaning of the UCC.

Any term used herein that is defined in the Uniform Commercial Code (Tennessee) as in effect on the later of July 1, 2001 or the date hereof (the "UCC") and is not otherwise defined herein shall have the meaning accorded such term in the UCC. Any term defined elsewhere herein shall have the same meaning throughout this Agreement.

"Hereunder", "herein", "hereinafter", and words of similar import refer to this Agreement as a whole and not solely to the sections or paragraphs in which they appear.

4. **General Representations, Warranties and Agreements.**

Debtor's name, as set forth in the introductory paragraph hereof, is correct. Debtor is a corporation organized under the laws of Tennessee. Debtor's chief executive office, is located at Southern Specialty Brands, Inc., 1200 One American Center, 3100 West End Avenue, Nashville, Tennessee 37203. Without prior written notice to Lender, Debtor shall not change its name, the jurisdiction under the laws of which it is organized, or the location of its chief executive office.

Debtor is the sole owner of the Collateral, free and clear of all liens and security interests, except as otherwise permitted hereunder. If Debtor obtains an advance to acquire Collateral, Debtor shall discharge with such advance any prior security interest in such Collateral in favor of the seller(s) thereof or any other person, and Lender is authorized to disburse the proceeds of such advance directly to the seller(s) of the Collateral as shown on Lender's records. Debtor will defend the Collateral against the claims and demands of all persons and will hold and use the Collateral only for purposes consistent with the description of such Collateral herein.

Debtor shall not transfer, assign, or grant; or suffer the imposition of a lien on or the divestiture of any of the Collateral or any interest therein, including any security interest, except that: (i) so long as no Obligation is in default, Debtor shall have the right to process and sell or lease that Collateral consisting of inventory in the ordinary course of business; and (ii) Debtor may otherwise dispose of Collateral or an interest therein with Lender's prior written consent. Without limiting Lender's discretion to withhold consent on other grounds, Lender may condition its consent to the grant of a security interest on the prospective secured party's agreement to subordinate its security interest in and claim to the Collateral, including any and all proceeds thereof, to Lender's security interest therein under terms acceptable to Lender in all respects. Lender may place on any financing statement filed to perfect its security interest in any of the Collateral a statement that no other security interest in, or transfer or assignment of, any of the Collateral, including proceeds, is permitted.

Debtor shall not take or omit any action, if such act or omission might or would result in a lack or loss of perfection or priority of Lender's security interest in any Collateral or in the value thereof and is not expressly permitted hereunder or otherwise by Lender in writing. A loss of perfection or priority of Lender's security interest in any Collateral resulting solely from Lender's neglect shall not in itself constitute a breach of this Agreement by Debtor, provided Debtor promptly and fully cooperates with Lender in restoring the perfection, priority, and value of Lender's security interest.

If a security interest in an item or type of Collateral may be perfected by more than one method, and if in Lender's judgment a security interest perfected by one method, including control, might or would have priority over a security interest in such Collateral previously perfected by another method, including filing a financing statement, Debtor shall cause Lender's security interest in such Collateral, including proceeds, to be perfected by that method affording Lender's security interest the highest priority provided by applicable law against any previously or subsequently perfected security interest, lien, or other claim. If this undertaking requires perfection of Lender's security interest by control, Debtor shall provide for such perfection under a control agreement or other arrangement that gives Lender sole control of the Collateral and is otherwise satisfactory to Lender.

None of the Collateral is or will be subject to any security interest, lien, or other claim of higher priority than Lender's, including any security interest granted by an immediate or remote transferor of any of the Collateral or by a predecessor in interest of Debtor through merger or

otherwise. Notwithstanding the foregoing or anything else herein to the contrary, Debtor's acquisition by transfer or merger of Collateral subject to a prior security interest shall not constitute a breach of this Agreement, if (i) Debtor otherwise complies with this Agreement with respect to such transfer or merger, (ii) Debtor promptly notifies Lender in writing of such security interest, and (iii) Lender determines that the overall value of Collateral in which Lender has a first-priority perfected security interest is not materially impaired.

Debtor shall not become party or agree to become party to any merger, consolidation, transfer of assets and assumption of liabilities, or similar reorganization without Lender's prior written consent

Debtor shall pay all costs of, and taxes imposed upon, the filing of financing statements and amendments thereto, and continuation and termination statements with respect to the security interest created hereby, and Lender is authorized to do all things which it deems necessary: (i) to perfect and maintain perfection and priority of the security interest created hereby; (ii) to verify from time to time at Lender's discretion (but not less frequently than annually) the continued perfection and priority of such security interest (including verification of Debtor's location, by obtaining certificates of existence or otherwise); and (iii) to protect the Collateral. All expenditures by Lender for these purposes shall be deemed Obligations. Any photographic or other reproduction of (1) this Agreement or (2) any financing statement or amendment thereto executed pursuant to this Agreement shall be sufficient as the original.

Time is of the essence in payment and performance of the Obligations and Debtor's agreements hereunder.

5. Default.

The Obligations shall be in default if: (i) any one of the Obligations is in default under the terms of a Related Agreement, subject to any notice or grace period provided for therein; or (ii) Debtor is in default hereunder. Debtor shall be in default hereunder if: (a) Debtor fails to pay when due an amount payable hereunder; (b) any representation or warranty by Debtor herein or furnished in connection herewith is or becomes false, misleading, or otherwise erroneous, except that, if and only if Debtor did not and could not reasonably have known that the same was false, misleading or erroneous at the time Lender learned of such breach or error, the same shall not constitute a default unless it remains uncured fifteen (15) days after Debtor's receipt of notice thereof from Lender; or (c) Debtor breaches or fails to observe or perform any one or more of Debtor's other agreements contained herein, except that, if and only if Debtor could not reasonably known of such breach or failure at the time it first occurred, such breach or failure shall not constitute a default unless it remains uncured fifteen (15) days after Debtor's receipt of notice thereof from Lender. Any default hereunder shall constitute a default or event of default under any other Related Agreement.

If no Related Agreement contains repayment provisions respecting an Obligation, such Obligation shall be due and payable on demand by Lender. If no Related Agreement provides for an interest rate on an Obligation, or if the Obligation arises hereunder, the Obligation shall bear

interest from its inception on the unpaid balance at the highest interest rate applicable to any other Obligation then in existence, or in the absence of such other rate, the maximum applicable lawful contract rate, but in no event shall any interest rate on an Obligation exceed the maximum applicable lawful contract rate.

Upon default, all Obligations shall immediately become due and payable at Lender's option without notice to Debtor, and Lender may proceed to enforce payment of same and to exercise any or all rights and remedies provided to Lender by this Agreement, all Related Agreements, the UCC, and other applicable law, all of which shall be cumulative. At Lender's demand, Debtor shall assemble the Collateral and all books and records pertaining thereto and make them available to Lender at a place reasonably convenient to Lender and Debtor, and if Debtor fails to do so in any respect, Debtor shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result. Any notice of sale, lease or other intended disposition of the Collateral by Lender sent to Debtor as specified or provided for hereinbelow at least ten (10) days prior to such disposition shall constitute reasonable notice to Debtor. If more than one Obligation is outstanding, Lender may apply all sums realized from the Collateral to the Obligations in such order as it may choose without thereby releasing Debtor or any other party liable on an Obligation.

On any one or more occasions, Lender may waive any default before or after the same has been declared without impairing its right subsequently to declare a default and accelerate the maturity of the Obligations, these rights being continuing ones. No course of dealing by Lender shall impair any right or remedy otherwise available to Lender under this Agreement, any Related Agreement, the UCC, or other applicable law.

6. Collateral Verification.

Lender shall have the right, at any time, by its own auditors, accountants, or other agents, to examine, inspect or audit the Collateral or any of the books and records of Debtor or any agent of Debtor pertaining to the Collateral, all of which Debtor shall make available upon request. Such accountants or other representatives of Lender will be permitted to make any verification of the existence and location of the Collateral or accuracy of the records pertaining thereto which the Lender deems necessary or proper. All out-of-pocket expenses incurred by Lender in making such examination, inspection, verification or audit shall be deemed an Obligation.

7. Termination.

Except as otherwise required by applicable law, Lender is not obligated to terminate any financing statement filed or other public record made to perfect Lender's security interest in any of the Collateral, or to release possession or control of any Collateral, unless and until: (i) all Obligations shall have been paid in full; (ii) Lender is not, and does not reasonably believe itself to be, under a duty to make any future advance that would constitute an Obligation; (iii) Debtor shall have made written demand for such termination and release; and (iv) the period of time provided for by applicable law shall have elapsed after Lender's receipt of such demand. Unless Debtor shall have made such demand and Lender is required to comply therewith: (i) this Agreement shall remain

in full force and effect as to any subsequently arising Obligation, notwithstanding the absence of any Obligation or of any duty on Lender's part to extend credit in the interim; and (ii) if Lender is (A) the Collateral Obligor with respect to Debt Collateral, (B) the securities or other intermediary with respect to Collateral in the form of investment property, (C) the custodian with respect to Collateral in the form of electronic chattel paper or transferable records, or (D) the fiduciary with respect to Collateral held under a trust, agency, or similar agreement, or (E) is otherwise the person through which payment, transfer, or release of Collateral is effected, Lender is not obligated to pay, transfer, or release any such Collateral, notwithstanding any right Debtor may otherwise have to order such payment, transfer, or release

8. Deposit Accounts, Investment Property, Instruments.

With respect to that Collateral consisting of certificates of deposit; deposit or share accounts or other indebtedness of financial institutions; instruments; securities; security entitlements; security accounts; or other investment property:

All immediate and remote renewals thereof, substitutions therefor, additions thereto, and dividends, interest, earnings, and distributions thereon, of whatever kind or character, shall likewise be subject to the security interest hereby granted. Debtor shall immediately deliver to Lender any additional shares received by way of stock split or stock dividend on stock Collateral or as replacement shares therefor issued in connection with a corporate merger, acquisition, or reorganization, or any other replacement or renewal securities, instruments, or certificates of deposit issued with respect to Collateral, along with all instruments Lender deems necessary to transfer the same, but may retain cash dividends paid solely out of the undivided profits of the issuing corporation, absent a default on an Obligation

9. Goods In General.

With respect to that Collateral consisting of goods:

Debtor will at all times keep the Collateral insured against all insurable hazards in amounts equal to the full cash value of the Collateral. Such insurance shall be underwritten by such companies as may be acceptable to Lender, with provisions satisfactory to Lender for payment of all losses thereunder to Lender as its interest may appear. If Lender so requires, Debtor shall deposit the policies providing for such insurance with Lender. Any money received by Lender under such policies may be applied to the payment of any Obligation, whether or not then due and payable, or at Lender's option may be delivered by Lender to Debtor for the purpose of repairing or restoring the Collateral. Debtor hereby directs any insurer to pay proceeds of insurance respecting Collateral directly to Lender. If Debtor fails to keep the Collateral insured as required by Lender, Lender shall have the right to obtain such insurance at Debtor's expense, which shall be deemed an Obligation.

Debtor will contemporaneously herewith furnish Lender a list of the cities, counties, and states wherein the Collateral is or will be used, and hereafter will notify Lender in writing of any

other cities, counties, and states in which the Collateral will be used and of any change in the location thereof.

Debtor will not permit any of the Collateral to be removed from the locations disclosed in writing to Lender, except in accordance with the preceding paragraph respecting mobile goods or for temporary periods in the normal and customary use thereof, without the prior written consent of Lender, and will permit Lender to inspect the Collateral at any time. Debtor will keep the Collateral in good condition and repair and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of same, and will not permit anything to be done that may impair the value of any of the Collateral. If Debtor fails to pay such sums, Lender may do so for Debtor's account, and any such expenditure shall be deemed an Obligation.

Until default in any of the terms hereof or under the terms of any Obligation, Debtor shall be entitled to possession of the Collateral and to use the same in any lawful manner, provided that such use does not cause excessive wear and tear to the Collateral, cause it to decline in value at an excessive rate, or violate the terms of any policy of insurance thereon. Unless this Agreement or a Related Agreement states that an item of Collateral is or is to become a fixture, describes the property to which it is or will be affixed, and identifies a record owner thereof, Debtor will not allow the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate.

10. Accounts, Other Debt Collateral, and General Intangibles.

No Debt Collateral is or will be subject to any defense of, or set-off or counterclaim by, the Collateral Obligor. Lender shall not be obligated to do and perform any of the acts or things to be done or performed by Debtor, under any contract representing an account, other Debt Collateral, or general intangible. If, however, Debtor defaults with respect to such contract, then Lender may, at its election, perform some or all of the obligations of Debtor under such contract, and any resulting liability or expenses incurred by Lender shall be deemed an Obligation. Debtor shall not, without Lender's prior written consent, consent to or make any material amendment to the terms of (i) any undertaking constituting Debt Collateral or (ii) any general intangible subject to Lender's security interest.

Debtor will on request from Lender submit to Lender duplicate copies of all invoices on outstanding Debt Collateral subject to Lender's security interest. Lender shall have the right to notify any Collateral Obligor to make payment directly to Lender and to take control of all proceeds of any Debt Collateral, which right Lender may exercise at any time whether or not Debtor is then in default hereunder or was previously making collection thereon. Debtor hereby authorizes any Collateral Obligor to make such payment to Lender at Lender's election, whether or not the applicable Debt Collateral is then matured, and agrees to indemnify such Collateral Obligor from any liability to Debtor for so paying. Until such time as Lender elects to exercise such right by giving Debtor written notice thereof, Debtor is authorized, as agent of Lender, to collect and enforce such Debt Collateral.

If directed in writing by Lender, Debtor will forthwith, on receipt of all cash proceeds of any Collateral, deposit the same in a special deposit account maintained with Lender or a bank of Lender's choice, over which Lender alone has power of withdrawal, and which shall also constitute Collateral. Such proceeds shall be deposited in precisely the form received, except for the endorsement of Debtor where necessary to permit collection of items, which endorsement Debtor agrees to make. Pending such deposit, Debtor shall not commingle any such checks, drafts, cash and other remittances with any of Debtor's other funds or property, but will hold them separate and apart therefrom and in trust for Lender until deposit thereof is made in the special account. At least once a week Lender may apply the whole or any part of the collected funds on deposit in the special account against the Obligations, the amount, order and method of such application to be in the discretion of Lender. Any portion of the funds on deposit in the special account which Lender elects not to so apply may be paid over by Lender to Debtor.

11. Power of Attorney.

Debtor hereby irrevocably constitutes and appoints Lender or any officer, agent or employee of Lender as Debtor's attorney-in-fact to do any one, more or all of the following on Debtor's behalf: (a) to execute and record any financing statement, amendment thereto, or other instrument Lender deems necessary to perfect and maintain the perfection and priority of the security interest created hereby; (b) to endorse any check, draft, or other instrument constituting Collateral or proceeds thereof or representing proceeds of or payments under any insurance policy covering Collateral; (c) to endorse any security certificate, instrument, document of title, or chattel paper constituting Collateral for the purpose of transferring, negotiating, or enforcing the same; (d) to settle with and grant releases to Collateral Obligors respecting payment or compromises on Debt Collateral; and (e) without limiting the generality of the foregoing, to execute any writing or perform any act that Debtor is obligated to execute or perform hereunder. Lender shall, in addition, have all rights, powers, and remedies accorded to a secured party under applicable law for the purpose of perfecting and maintaining the perfection and priority of its security interest and the value of the Collateral.

12. Notices.

All notices and other communications required or contemplated hereunder shall be in writing and sent or delivered as follows:

If to Lender: AmSouth Bank
8th Floor, Special Assets
315 Deaderick Street
Nashville, Tennessee 37237-0801

If to Debtor: Southern Specialty Brands, Inc.
1200 One American Center
3100 West End Avenue
Nashville, Tennessee 37203

Any party may, by written notice to the other(s), change the address to which, or the person to whose attention, future notices to such parties should be sent, and such changes shall thereupon be deemed incorporated hereinabove. Lender may designate in writing different or additional office(s) to which, and different or additional person(s) to whose attention, specific types of communications should be sent, including requests for accountings, requests regarding lists of collateral, and requests regarding statements of account. Any notice to Lender shall contain the account number(s) assigned by Lender to the Obligation(s) with which the notice is concerned, and, if the notice lacks the account number(s), Lender shall have no liability for any delay on its part in responding to such notice.

For the purpose of determining the commencement of any period that begins with a party's receipt of a notice or other communication, a party shall be deemed to have received a communication: if such communication is sent by mail, three (3) business days after the communication is deposited in the U.S. Mail, postage prepaid, return receipt requested, and properly addressed to the intended recipient; if sent by facsimile transmission during normal business hours, upon the sender's receipt of confirmation of successful transmission to the number provided by the intended recipient for such transmissions; if sent by facsimile transmission at a time other than during normal business hours, at the beginning of the first business day following the sender's receipt of such confirmation; if sent by e-mail to an e-mail address provided by the intended recipient, when such communication is opened by the recipient or its agent or employee; otherwise, upon delivery of the communication to the recipient.

Any requirement herein that a notice, consent, or other communication be in writing may be satisfied by a communication in the form of a record other than a writing authenticated by the party giving such notice or approval, if the intended recipient is consistently able to receive records in the form generated by the sender and accurately to convert the contents of such records to written form.

13. Miscellaneous.

This Agreement shall inure to the benefit of Lender's Successors and shall be binding upon and applicable to Debtor's Successors. This Agreement shall be governed by, and construed in accordance with, the laws, exclusive of any conflict-of-laws rules, of the State of Tennessee ("Tennessee Law"). All disputes between Lender and Debtor concerning Lender's enforcement of, or right to enforce, any security interest granted hereunder shall be resolved in accordance with Tennessee Law. Captions are included herein for convenience only, and have no bearing on the interpretation or construction of this Agreement.

This Agreement shall be effective upon its execution by Debtor and the delivery of the original or a copy hereof to Lender. This Agreement, together with any Related Agreements, constitutes the entire agreement of the parties concerning the subject matter hereof, and may be modified or amended only with Lender's written consent.

If any provision of this Agreement is held invalid or unenforceable, either in all circumstances or in particular circumstances, such invalidity shall not affect the validity or enforceability of, respectively, the remaining provisions of this Agreement or that provision in other circumstances.

IN WITNESS WHEREOF, this Agreement has been executed on this 31st day of January, 2003.

SOUTHERN SPECIALTY BRANDS, INC

By: 

Dennis Dahl



Title: President

ASSIGNMENT OF TRADEMARK AND PATENT SECURITY AGREEMENT AND
ASSIGNMENT

Regions Bank, an Alabama banking corporation ("Assignor"), having an address of 1901 6th Avenue North, 19th Floor, Birmingham, AL 35203, the holder of that certain Trademark and Patent Security Agreement and Assignment dated June 27, 2001, from Southern Specialty Brands, Inc., a Tennessee corporation in favor of AmSouth Bank, an Alabama banking corporation, predecessor in interest to Assignor, which is recorded in the office of the United States Department of Commerce, Patent and Trademark Office on Reel 002336, Frame 0167 (together with any amendments, renewals, extensions, or modifications thereto, including, without limitation, that certain First Amendment to Trademark and Patent Security Agreement and Assignment dated August 31, 2006, by and between Southern Specialty Brands, Inc., and AmSouth Bank, the "Security Agreement"), hereby assigns the Security Agreement, and the notes and claims secured thereby, to Brown Bark II, L.P., a Delaware limited partnership ("Assignee"), with an address of 4100 Greenbriar, Suite 180, Stafford, Texas 77477. This assignment is made without recourse, representations or warranties of any kind.

Executed under seal this 3rd day of June, 2007.

REGIONS BANK

By: 
Its: 

ASSIGNMENT OF SECURITY AGREEMENT

Regions Bank, an Alabama banking corporation ("Assignor"), having an address of 1901 6th Avenue North, 19th Floor, Birmingham, AL 35203, the holder of that certain Security Agreement dated January 31, 2003 from Southern Specialty Brands, Inc., a Tennessee corporation in favor of AmSouth Bank, an Alabama banking corporation, predecessor in interest to Assignor (together with any amendments, renewals, extensions, or modifications thereto, the "Security Agreement"), hereby assigns the Security Agreement, and the notes and claims secured thereby, to Brown Bark II, L.P., a Delaware limited partnership ("Assignee"), with an address of 4100 Greenbriar, Suite 180, Stafford, Texas 77477. This assignment is made without recourse, representations or warranties of any kind.

Executed under seal this 35th day of June, 2007.

REGIONS BANK

By: 

Its: AW

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Marshall L. Hix (615) 254-4444

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Hix & Gray, PLC
 1620 AmSouth Center
 315 Deaderick Street
 Nashville, Tennessee 37238-1620

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

RECEIVED - TENDERED FOR FILING
 TENNESSEE SECRETARY OF STATE
 04/06/01 11:03 AM

101-023307

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Southern Speciality Brands, Inc.

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
 American Center
 3100 West End Avenue, Ste. 1200 Nashville TN 37203 USA

1d. TAX ID #: SSN OR EIN ADDL. INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION Corporation 1f. JURISDICTION OF ORGANIZATION Tennessee 1g. ORGANIZATIONAL ID #, if any 0304318 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADDL. INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR B/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 AmSouth Bank

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 AmSouth Center Nashville TN 37237 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING PURPOSES IS \$0.

Tax paid on Instrument No. 511174.

This Financing Statement is filed pursuant to Tennessee Code Annotated section 47-9-402(c).

AmSouth Bank
 Successor by Merger to First American National Bank
 By: *[Signature]* Title:

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Assignment (if applicable) 7. Check to REQUEST SEARCH REPORT (9) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/08)

EXHIBIT A TO UCC-1 FINANCING STATEMENT

Equipment. All equipment and other tangible personal property of Debtor of any kind and description, whether now owned or hereafter acquired and wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto;

Inventory, Accounts, Chattel Paper, Documents, Instruments and General Intangibles. All of Debtor's inventory and any agreements for lease of same and rentals therefrom, and all of Debtor's accounts, accounts receivable, contract rights, chattel paper, software, documents, instruments and general intangibles (including, but not limited to, goodwill, patents and trademarks) and the proceeds therefrom, whether now in existence or owned or hereafter arising or acquired, entered into or created, and wherever located; and whether held for lease or sale, or furnished or to be furnished under contracts of service;

Trademarks, Etc. All trademarks and service marks now held or hereafter acquired by Debtor, both those that are registered with the United State Patent and Trademark Office and any unregistered marks used by Debtor in the United States, and trade dress, including logos and designs, in connection with which any such marks are used, together with all registrations regarding such marks and the rights to renewals thereof, and the goodwill of the business of Debtor symbolized by such marks, and all patents, licenses, technology, and other intangible property of Debtor, whether now owned or hereafter acquired;

Copyrights. All copyrights now held or hereafter acquired by Debtor and any applications for U.S. copyrights hereafter made by Debtor; and

Proprietary Information, Computer Data, Etc. All proprietary information and trade secrets of Debtor with respect to Debtor's business, whether now owned or hereafter acquired, and all of Debtor's computer programs and the information contained therein and all intellectual property rights with respect thereon, whether now owned or hereafter acquired.

Patents. All types of exclusionary or protective rights granted (or applications therefor) for inventions in any country of the world (including, without limitation, letters patent, plant patents, utility models, breeders' right certificates, inventor's certificates and the like), and all reissues and extensions thereof and all divisions, continuations and continuations-in-part thereof (a "Patent").

Patent Licenses. All agreements material to the operation of Debtor's businesses, whether written or oral, providing for the grant by or to Debtor of any right to manufacture, use or sell any invention covered by a Patent.

Trademarks. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country ("Trademark").

Trademark Licenses. Any agreement, material to the businesses of the Debtor, written or oral, for the grant by or to Debtor of any right to use any Trademark.

JK

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Philip L. Robertson, Esq.
B SEND ACKNOWLEDGMENT TO: (Name and Address) Philip L. Robertson, Esq. MANIER & HEROD 150 Fourth Ave N., Ste 2200 Nashville, TN 37219 (615) 244-0030

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # 101-023307	1b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5 AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6 CURRENT RECORD INFORMATION:

6a ORGANIZATION'S NAME AmSouth Bank				
OR	6b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7 CHANGED (NEW) OR ADDED INFORMATION:

7a ORGANIZATION'S NAME Brown Bark II L.P.				
OR	7b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c MAILING ADDRESS 4100 Greenbriar, Suite 180	CITY Stafford	STATE TX	POSTAL CODE 77477	COUNTRY USA
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7d TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e TYPE OF ORGANIZATION Limited Partnership	7f JURISDICTION OF ORGANIZATION Deleware	7g ORGANIZATIONAL ID # if any N/A	<input checked="" type="checkbox"/> NONE
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8 AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description or describe collateral assigned

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a ORGANIZATION'S NAME AmSouth Bank				
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10 OPTIONAL FILER REFERENCE DATA