

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
Quantum Foods, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78392707	ANGUS MIDWESTERN BRAND
Serial Number:	75488631	
Serial Number:	77322620	BUTCHER'S FINEST
Serial Number:	78904878	BUTCHER'S PREFERRED
Serial Number:	76215269	C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y
Serial Number:	77287945	CHOICE ONE FOODS
Serial Number:	75127571	CHOICE ONE FOODS
Serial Number:	77397252	CUSTOM SOLUTIONS. CUSTOMER FOCUSED.
Serial Number:	77431833	GET QUANTUMIZED
Serial Number:	78394033	MIDWESTERN BRAND
Serial Number:	78960554	PROVIDING PROTEIN AND MENU SOLUTIONS
Serial Number:	77194667	QUANTUM
Serial Number:	77087140	QUANTUM CLASSICS NATURALS
Serial Number:	78945562	QUANTUM CLASSICS

OP \$790.00 78392707

Serial Number:	77234935	QUANTUM CLASSICS
Serial Number:	76346540	QUANTUM CULINARY SIMPLY GOURMET
Serial Number:	77194690	QUANTUM FOODS
Serial Number:	77194576	QUANTUM FOODS
Serial Number:	77234965	QUANTUM FOODS
Serial Number:	76246646	QUANTUM FOODS ENTREE SPECIALISTS
Serial Number:	77431824	QUANTUMIZED
Serial Number:	77086991	QUANTUM SIMPLY GOURMET
Serial Number:	77086985	QUANTUM SIMPLY GOURMET NATURALS
Serial Number:	75679705	QUANTUM STEAKHOUSE
Serial Number:	77194638	QUANTUM STEAKHOUSE THE NEW TASTE OF TENDER
Serial Number:	78945566	QUICKEST WAY TO GOURMET
Serial Number:	78951802	RICH. FRESH. SATISFYING.
Serial Number:	77289178	SIMPLY GOURMET
Serial Number:	76426337	SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES
Serial Number:	78330282	SIMPLY GOURMET ORIENTAL CLASSICS
Serial Number:	78912027	THE NEW TASTE OF TENDER

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-9932647
Email: zeynep.gieseke@lw.com
Correspondent Name: Zeynep Gieseke
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	044317-0002
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	04/04/2008

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quantum Foods, LLC, as parent ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens of the type described in clause (b) of the definition thereof) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

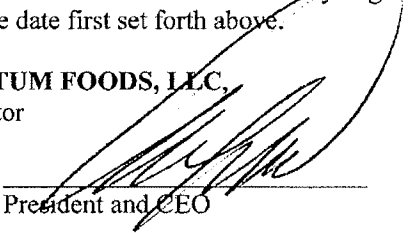
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any

Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

QUANTUM FOODS, LLC,
as Grantor

By: 
Title: President and CEO

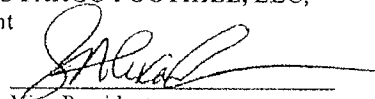
[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 003752 FRAME: 0743

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
as Agent

By:



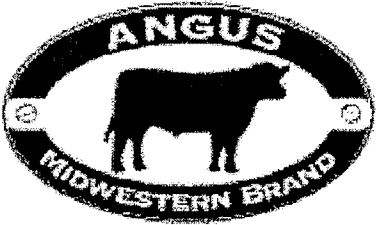

Title: Vice President

[Signature Page to the Trademark Security Agreement]



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT






Trademark Registrations/Applications

QUANTUM FOODS (2567) MARKS

Mark	Depiction of Mark	Status	App No Appl Date	Reg No Reg Date
ANGUS MIDWESTERN BRAND		Registered	78/392,707 3/29/2004	3/245,334 5/22/2007
BULL PROFILE DESIGN		Registered	75/488,631 5/20/1998	2,246,190 5/18/1999
BUTCHER'S FINEST	BUTCHER'S FINEST	Pending	77/322,620 11/6/2007	
BUTCHER'S PREFERRED	BUTCHER'S PREFERRED	Notice of Allowance issued 9/25/2007 SOU Ext filed 3/25/2007	78/904,878 6/9/2006	

CHN1016559.2

C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y		Registered	76/215,269 2/23/2001	2,780,071 11/4/2003
CHOICE ONE FOODS	CHOICE ONE FOODS	Published	77/287,945 9/25/2007	
CHOICE ONE FOODS AND DESIGN		Registered	75/127,571 7/1/1996	2,115,518 11/25/1997
CUSTOM SOLUTIONS. CUSTOMER FOCUSED.	CUSTOM SOLUTIONS. CUSTOMER FOCUSED.	Pending	77/397,252 2/14/2008	
GET QUANTUMIZED	GET QUANTUMIZED	Pending	77/431,833 3/26/2008	
GLEN JOE	GLEN JOE	Registered	JAPAN H-10- 081009 9/21/1998	JAPAN 4328587 10/22/1999
GLEN JOE	GLEN JOE	Registered	KOREA 40-1998- 0021596 8/24/1998	40- 0454041000 0 9/2/1999
MIDWESTERN BRAND	MIDWESTERN BRAND	Registered	78/394,033 3/31/2004	3,013,149 11/8/2005
PROVIDING PROTEIN AND MENU SOLUTIONS	PROVIDING PROTEIN AND MENU SOLUTIONS	Statement of Use Filed 2/4/2008	78/960,554 8/25/2006	
QUANTUM	QUANTUM	Registered	77/194,667 5/31/2007	3,377,860 2/5/2008

QUANTUM CLASSICS NATURALS	QUANTUM CLASSICS NATURALS	Notice of Allowance issued 10/9/2007 SOU or extension due 4/9/2007	77/087,140 1/24/2007	
QUANTUM CLASSICS	QUANTUM CLASSICS	Registered	78/945,562 8/4/2006	3,324,577 10/30/2007
QUANTUM CLASSICS AND DESIGN		Registered	77/234,935 7/20/2007	3,378,425 2/05/2008
QUANTUM CULINARY SIMPLY GOURMET		Registered	76/346,540 12/8/2001	2,774,621 10/21/2003
QUANTUM FOODS		Pending	77/194,690 5/31/2007	
QUANTUM FOODS	QUANTUM FOODS	Pending	77/194,576 5/31/2007	
QUANTUM FOODS AND DESIGN		Registered	77/234,965 7/20/2007	3,378,427 2/5/2008
QUANTUM FOODS ENTRÉE SPECIALISTS		Registered	76/246,646 4/25/2001	2,697,171 3/18/2003
QUANTUMIZED	QUANTUMIZED	Pending	77/431,824 3/26/2008	
QUANTUM SIMPLY GOURMET	QUANTUM SIMPLY GOURMET	Published	77/086,991 1/19/2007	
QUANTUM SIMPLY GOURMET NATURALS	QUANTUM SIMPLY GOURMET NATURALS	Published	77/086,985 1/19/2007	
QUANTUM	QUANTUM STEAKHOUSE	Registered	75/679,705	2,547,835

STEAKHOUSE			4/9/1999	3/12/2002
QUANTUM STEAKHOUSE THE NEW TASTE OF TENDER			Pending 77/194,638 5/31/2007	
QUICKEST WAY TO GOURMET	QUICKEST WAY TO GOURMET		Notice of Allowance issued 10/30/2007 Statement of Use or extension due 4/30/2008	78/945,566 8/4/2006
RICH. FRESH. SATISFYING.	RICH. FRESH. SATISFYING.		Registered 78/951,802 8/14/2006	3,281,170 8/14/2007
SIMPLY GOURMET AND DESIGN			Published 77/289,178 9/26/2007	
SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES			Registered 76/426,337 6/28/2002	2,818,886 3/2/2004
SIMPLY GOURMET ORIENTAL CLASSICS			Registered 78/330,282 11/19/2003	3,395/695 3/11/2008
THE NEW TASTE OF TENDER	THE NEW TASTE OF TENDER		Allowed for Registration 78/912,027 6/20/2006	

Trade Names

Chicago Great Steak Company

Common Law Trademarks


None.

Trademarks Not Currently In Use

None.

Trademark Licenses

It is anticipated that shortly following the closing, there will be a License Agreement between GS Retail, LLC, as licensor, and Parent, as licensee, permitting Parent (and its subsidiaries) to use the following marks at no cost.

100921	GREAT STEAKS		Registered	78/429,931 6/4/2004	3,194,923 1/2/2007
100922	GREAT STEAKS!	GREAT STEAKS!	Registered	76/497,527 3/17/2003	2,831,572 4/13/2004