

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
Shearer's Foods, Inc.		11/05/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	629 Euclid Avenue
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2666406	
Registration Number:	2805553	TIRITAS
Registration Number:	2666407	
Registration Number:	1621442	GRANDPA'S CHOICE
Registration Number:	1620176	MESQUITE GRANDPA'S CHOICE
Registration Number:	2720617	DIPSTER
Registration Number:	2202051	SHEARER PERFECTION IN EVERY BAG
Registration Number:	2999837	SHEARER'S
Registration Number:	3119618	SHEARER'S

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216/586-7023
 Email: sdscanlon@jonesday.com
 Correspondent Name: Stephen D. Scanlon, Esq.

CH \$240.00 2666406

Address Line 1: Jones Day, North Point, 901 Lakeside Ave
Address Line 4: Cleveland, OHIO 44125

ATTORNEY DOCKET NUMBER:	497400-121065
NAME OF SUBMITTER:	Suzanne Koston
Signature:	/Suzanne Koston/
Date:	05/06/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2007 (this "*Agreement*"), is made by and between SHEARER'S FOODS, INC., an Ohio corporation (the "*Grantor*"), in favor of NATIONAL CITY BANK, as collateral agent (together with its successor(s) thereto in such capacity, the "*Collateral Agent*") for each of the Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Grantor, as the Borrower, Brewster Foods, Inc., a Virginia corporation, Shearer's Foods Lubbock LLC, an Ohio limited liability company, the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "*Lenders*"), National City Bank, as a Lender, the Issuing Bank, the Swing Line Lender, and as the Administrative Agent and the Collateral Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), whereby the Grantor has granted to the Collateral Agent a continuing security interest in, among other things, all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;
and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Security Agreement and, to the extent not therein defined, the meaning assigned in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Creditor, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in, to and under the following ("*Trademark Collateral*"):

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;
- (b) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of any of the foregoing; and
- (d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C.

§ 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in Section 6 of the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

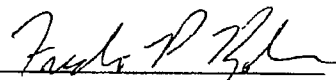
SECTION 6. Governing Law, Entire Agreement, etc. **THIS SUPPLEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

SHEARER'S FOODS, INC.

By: 
Name: Fredric P. Kohmann
Title: Chief Financial Officer and Secretary

NATIONAL CITY BANK,
as Collateral Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

SHEARER'S FOODS, INC.

By: _____
Name: Fredric P. Kohmann
Title: Chief Financial Officer and Secretary

NATIONAL CITY BANK,
as Collateral Agent

By:  _____
Name: Matthew Hinderegger
Title: Vice President

Shearer's Foods, Inc. - Trademark Security Agreement

TRADEMARK
REEL: 003772 FRAME: 0117

SCHEDULE I
REGISTERED TRADEMARKS

Credit Party	Trademarks	Registration Number	Registration Date
Brewster Foods, Inc.	None		
Shearer's Foods, Inc.	Design	2,666,406	12/24/2002
	TIRITAS	2,805,553	01/13/2004
	Design	2,666,407	12/24/2002
	Grandpa's Choice	1,621,442	11/06/1990
	Mesquite Grandpa's Choice	1,620,176	10/30/1990
	Dipster	2,720,617	06/03/2003
	Shearer Perfection In Every Bag	2,202,051	11/03/1998
	Shearer's (Stylized)	2,999,837	09/27/2005
	Shearer's (Stylized)	3,119,618	07/25/2006
Shearer's Foods Lubbock LLC	None		

PENDING TRADEMARKS
APPLICATIONS

None.