

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PROGRESSIVE GROUP ALLIANCE, LLC		05/23/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	1525 West W.T. Harris Blvd., NCO680
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 45**

Property Type	Number	Word Mark
Serial Number:	76649116	MUA
Serial Number:	76564400	BDA BAKERY DISTRIBUTORS OF AMERICA
Serial Number:	76493376	PROGRESSIVE GROUP ALLIANCE THE CHAMPION OF INDEPENDENT DISTRIBUTORS
Serial Number:	75859385	GOURMET TABLE GT
Serial Number:	75462593	P
Serial Number:	75865827	POCAHONTAS
Serial Number:	74359810	POCAHONTAS
Serial Number:	73098434	POCAHONTAS AMERICA'S FIRST LADY OF FOOD SERVICE
Serial Number:	76493377	BUONAMICI
Serial Number:	76428636	CITY STEAM
Serial Number:	76308590	COLD HARBOR
Serial Number:	78698771	COLONIAL TRADITION
Serial Number:	75358664	CONCEPTS FOR PROFIT

CH \$1140.00 76649116

Serial Number:	76308589	CORAL PRINCESS
Serial Number:	73633661	EVENTS UNLIMITED
Serial Number:	75556162	FOODSTAR
Serial Number:	75859386	GOURMET TABLE
Serial Number:	78941912	HARVEST GOLD
Serial Number:	75975686	HARVEST GOLD
Serial Number:	74576096	HARVEST GOLD
Serial Number:	74399618	HARVEST GOLD
Serial Number:	74387280	HARVEST GOLD
Serial Number:	73150223	HARVEST GOLD
Serial Number:	73095933	HARVEST GOLD
Serial Number:	74801790	HEALTHY USA
Serial Number:	74583642	HEALTHY USA
Serial Number:	74168157	HEALTHY USA
Serial Number:	73837628	HEALTHY USA
Serial Number:	73657841	MOUNT STIRLING
Serial Number:	76649117	MUA MULTI UNIT ALLIANCE
Serial Number:	76649118	MULTI UNIT ALLIANCE
Serial Number:	75902056	POCAHONTAS
Serial Number:	75864758	POCAHONTAS
Serial Number:	75975056	PREMIUM RECIPE
Serial Number:	74684618	PREMIUM RECIPE
Serial Number:	73813624	PREMIUM RECIPE
Serial Number:	78817017	PRO-C
Serial Number:	76421655	PROGRESSIVE GROUP ALLIANCE
Serial Number:	76468594	THE CHAMPION OF INDEPENDENT DISTRIBUTORS
Serial Number:	78746974	WEST-OVER
Serial Number:	71374495	WEST-OVER
Serial Number:	76573708	BUONAMICI
Serial Number:	77021603	EMERALD CLUB
Serial Number:	77069507	IDP INDEPENDENT DISTRIBUTOR PARTNERS
Serial Number:	78900665	REFYNE

CORRESPONDENCE DATA

Fax Number: (415)591-1400

**TRADEMARK**  
**REEL: 003786 FRAME: 0188**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 415-591-1000  
Email: trademarksSF@winston.com  
Correspondent Name: Winston & Strawn LLP  
Address Line 1: 101 California Street  
Address Line 2: Suite 3900  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	080393.07151
NAME OF SUBMITTER:	Kimberly A. Eckhart
Signature:	/Kimberly A. Eckhart/
Date:	05/29/2008

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Trademark Security Agreement**, dated as of May 23, 2008, by and between PROGRESSIVE GROUP ALLIANCE, LLC, a limited liability company formed under the laws of Delaware (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of May 23, 2008 (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

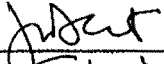
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

PROGRESSIVE GROUP ALLIANCE, LLC

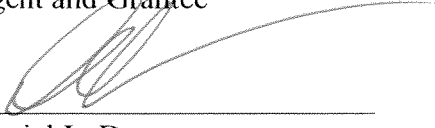
By:   
Name: John D. Austin  
Title: Vice President

*Trademark Grant Signature Page*

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

By: \_\_\_\_\_



Name: Daniel L. Denton  
Title: Director

**Schedule I**  
PROGRESSIVE GROUP ALLIANCE, LLC

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
MUA	76/649,116	3,223,654
BDA BAKERY DISTRIBUTORS OF AMERICA & Design	76/564,400	3,161,276
PROGRESSIVE GROUP ALLIANCE THE CHAMPION OF INDEPENDENT DISTRIBUTORS	76/493,376	2,971,759
GOURMET TABLE GT & Design	75/859,385	2,467,287
P & Design	75/462,593	2,612,960
POCAHONTAS & Design	75/865,827	2,535,467
POCAHONTAS & Design	74/359,810	1,966,065
POCAHONTAS AMERICA'S FIRST LADY OF FOOD SERVICE & Design	73/098,434	1,078,504
BUONAMICI	76/493,377	2,887,315
CITY STEAM	76/428,636	2,848,608
COLD HARBOR	76/308,590	2,707,833
COLONIAL TRADITION	78/698,771	3,126,606
CONCEPTS FOR PROFIT	75/358,664	2,202,841
CORAL PRINCESS	76/308,589	2,670,185
EVENTS UNLIMITED	73/633,661	1,481,021
FOODSTAR	75/556,162	2,349,534
GOURMET TABLE	75/859,386	2,467,288
HARVEST GOLD	78/941,912	3,314,792
HARVEST GOLD	75/975,686	2,051,648
HARVEST GOLD	74/576,096	1,922,268
HARVEST GOLD	74,399,618	1,822,175
HARVEST GOLD	74/387,280	2,180,862
HARVEST GOLD	73/150,223	1,170,444
HARVEST GOLD	73/095,933	1,068,241
HEALTHY USA	74/801,790	2,412,712
HEALTHY USA	74/583,642	1,923,887
HEALTHY USA	74/168,157	1,968,714
HEALTHY USA	73/837,628	1,616,888
MOUNT STIRLING	73/657,841	1,488,692
MUA MULTI UNIT ALLIANCE & Design	76/649,117	3,223,655

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SF:206326.1

**TRADEMARK**  
**REEL: 003786 FRAME: 0194**



<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
MULTI UNIT ALLIANCE	76/649,118	3,190,262
POCAHONTAS	75/902,056	2,503,021
POCAHONTAS	75/864,758	2,495,599
PREMIUM RECIPE	75/975,056	1,987,711
PREMIUM RECIPE	74/684,618	2,085,247
PREMIUM RECIPE	73/813,624	1,589,150
PRO-C	78/817,017	3,345,772
PROGRESSIVE GOUP ALLIANCE	76/421,655	2,851,560
THE CHAMPION INDEPENDENT DISTRIBUTORS	76/468,594	2,864,238
WEST-OVER	78/746,974	3,189,147
WEST-OVER	71/374,495	336,776
BUONAMICI (Stylized)	76/573,708	N/A
EMERALD CLUB	77/021,603	N/A
IDP INDEPENDENT DISTRIBUTOR PARTNERS	77/069,507	N/A
REFYNE	78/900,665	N/A