

**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
ALL KITCHENS, 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: 19**

Property Type	Number	Word Mark
Serial Number:	75192279	ALL KITCHENS
Serial Number:	75184424	ALL KITCHENS
Serial Number:	75184423	ALL KITCHENS
Serial Number:	75184028	ALL KITCHENS
Serial Number:	75184025	ALL KITCHENS
Serial Number:	75196329	ALL KITCHENS OF AMERICA
Serial Number:	75184422	ALL KITCHENS OF AMERICA
Serial Number:	74287154	ALL KITCHENS SYSTEM HEALTH CARE HC
Serial Number:	75192766	ALL KLEAN
Serial Number:	75184035	EMERALD CLUB
Serial Number:	76395047	GOURMATES
Serial Number:	76412278	IODIZED SALT S
Serial Number:	75184026	MAIN PLATE
Serial Number:	76631825	

CH \$490.00 75192279

Serial Number:	76395049	
Serial Number:	76412526	PEPPER
Serial Number:	76412517	SUGAR
Serial Number:	76227519	TUTTE LE CUCINE
Serial Number:	74505130	TUTTE LE CUCINE

**CORRESPONDENCE DATA**

Fax Number: (415)591-1400

*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: 5**

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

**Trademark Security Agreement**, dated as of May 23, 2008, by and between ALL KITCHENS, 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 (in such capacity, 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.

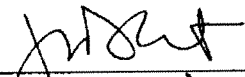
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

ALL KITCHENS, LLC

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


*Trademark Grant Signature Page*

**TRADEMARK  
REEL: 003786 FRAME: 0207**

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

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

  
Name: Daniel L. Denton

Title: Director

**Schedule I**  
 ALL KITCHENS, LLC

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
ALL KITCHENS (Stylized)	75/192,279	2,150,374
ALL KITCHENS (Stylized)	75/184,424	2,150,340
ALL KITCHENS (Stylized)	75/184,423	2,150,339
ALL KITCHENS (Stylized)	75/184,028	2,148,851
ALL KITCHENS (Stylized)	75/184,025	2,148,850
ALL KITCHENS OF AMERICA & Design	75/196,329	2,183,404
ALL KITCHENS OF AMERICA & Design	75/184,422	2,179,950
ALL KITCHENS SYSTEM HEALTH CARE HC & Design	74/287,154	1,786,553
ALL KLEAN	75/192,766	2,166,961
EMERALD CLUB	75/184,035	2,099,464
GOURMATES	76/395,047	2,813,765
IODIZED SALTS & Design	76/412,278	2,837,005
MAIN PLATE (Stylized)	75/184,026	2,150,335
MISCELLANEOUS DESIGN	76/631,825	3,057,019
MISCELLANEOUS DESIGN	76/395,049	2,963,502
PEPPER & Design	76/412,526	2,837,007
SUGAR & Design	76/412,517	2,858,484
TUTTE LE CUCINE	76/227,519	2,654,956
TUTTE LE CUCINE	74/505,130	2,187,985

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