

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
Cuisine Innovations, LLC		05/14/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Harbinger Capital Partners Master Fund I, Ltd.
Street Address:	555 Madison Avenue, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2906489	COHEN'S
Registration Number:	2910716	CASINO CHEF
Registration Number:	2697391	COHEN'S WILTON
Registration Number:	2607435	RESTAURANIC
Registration Number:	2500812	THE DIFFERENCE IS IN THE DETAILS
Registration Number:	2534561	WHEN YOUR REPUTATION DEPENDS ON IT
Registration Number:	2534560	FOR BLACK TIE. BLUE JEANS. OR IN BETWEEN.
Registration Number:	2238223	CASINO CHEF HORS D'OEUVRES
Registration Number:	2233462	COHEN'S FAMOUS
Registration Number:	1278218	BARNEYS
Registration Number:	1239601	BARNEY'S THE HORS D'OEUVRE PEOPLE
Registration Number:	1239600	BARNEY'S

CORRESPONDENCE DATA

CH \$315.00 2906489

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.951.7000
Email: tmfilings@fishneave.com
Correspondent Name: Nicole D. Park
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ATTORNEY DOCKET NUMBER:	105780-0009
NAME OF SUBMITTER:	Nicole D. Park
Signature:	/Nicole D. Park/
Date:	06/24/2008

Total Attachments: 3
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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Cuisine Innovations, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule I annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Harbinger Capital Partners Master Fund I, Ltd., as administrative agent (referred to herein as the "Grantee"), and the other Secured Parties, as such term is defined in the Omnibus Pledge and Security Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented or otherwise modified, the "Omnibus Security Agreement"), by and among Grantor, the other Pledgors party thereto and the Grantee for the payment and performance of the Secured Obligations (as defined in the Loan Agreement (as defined in the Omnibus Security Agreement)); and

WHEREAS, pursuant to the Omnibus Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Omnibus Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1 Harmon Plaza, Secaucus, New Jersey 07094.

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement in any Collateral and the exercise of any right or remedy by the Agent with respect to any Collateral hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of May 14, 2008 (as further amended, restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Parent, the other Grantors from time to time party thereto, Bank of America, N.A., as First-Lien Agent, and Harbinger Capital Partners Master Fund I, Ltd., as Second-Lien Term Loan Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms and provisions of the Intercreditor Agreement and the terms and provisions of this Agreement, the terms and provisions of the Intercreditor Agreement shall govern and control.


IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 11th day of May, 2008.

CUISINE INNOVATIONS, LLC

By: _____

Name:

Title:


Peter Pirovsky
CEO

Signature Page to Cuisine Trademark Security Agreement

TRADEMARK
REEL: 003802 FRAME: 0178

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Date	Filing or Registration Number
Cohen's	11-30-04	2906489
Casino Chef	12-14-04	2910716
Cohen's Wilton	03-18-03	2697391
Restauranic	08-13-02	2607435
The Difference is in the Details	10-23-01	2500812
When Your Reputation Depends On It	01-29-02	2534561
For Black Tie. Blue Jeans. Or In Between	01-29-02	2534560
Casino Chef Hors D'Oeuvres	04-13-99	2238223
Cohen's Famous	03-23-99	2233462
Barneys	05-15-84	1278218
Barney's The Hors D'Oeuvre People	05-24-83	1239601
Barney's	05-24-83	1239600