

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
Globe Food Equipment Company		08/26/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 10AT60
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3342980	CHEFMATE
Registration Number:	3465874	PRECISEEDGE
Registration Number:	3465533	EZ-GLIDE
Registration Number:	2789358	GLOBE
Registration Number:	2504703	GLOBE
Registration Number:	2838630	PRONTO

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-467-8856
 Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
 Correspondent Name: Richard S. Donnell
 Address Line 1: 1828 L Street, NW
 Address Line 2: 11th Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

TRADEMARK

CH \$165.00 3342980

ATTORNEY DOCKET NUMBER:	5252-446/0769/GLOBEFOOD
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	09/03/2008

Total Attachments: 12

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A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

(Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 26, 2008 (the "Effective Date"), is entered into by and between **GLOBE FOOD EQUIPMENT COMPANY**, an Ohio corporation ("Debtor"), on behalf of itself and, at all times on and after the Effective Time of the Merger (as defined in the Credit Agreement as defined below), as successor by merger to, **GFE ACQUISITION CORP.**, an Ohio corporation, whose principal place of business and mailing address is 2153 Dryden Road, Dayton, Ohio 45439, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. **OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Senior Subordinated Credit Agreement dated of even date herewith by and between Lender and Debtor (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").
2. **TRADEMARK COLLATERAL:**

2.1 Subject to Section 2.2, the collateral in which a security interest and Lien is hereby granted comprises collectively (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the "Trademark Collateral").

- 2.2 Notwithstanding anything to the contrary in this Agreement:

(a) Nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; and

(b) In no event shall the Trademark Collateral include, and the grant of a security interest shall not extend to, any directly held investment property or general intangibles (other than payment intangibles) now or hereafter held by Debtor (collectively, "Non-Transferable Collateral") if and for so long such a grant of a security interest in such Non-Transferable Collateral shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Debtor therein or (ii) in a breach or termination pursuant to applicable law or the terms of, or a default under, any such governing document or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); *provided, however*, that (A) the foregoing restrictions in this paragraph shall not apply to any payment intangibles, and in no event shall any payment intangibles constitute Non-Transferable Collateral, and (B) a security interest in such Non-Transferable Collateral shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, other restriction or assignment shall be remedied and, to the extent severable, shall attach immediately to any portion of such Non-Transferable Collateral that does not result in any of the consequences specified in clause (i) or (ii) above, including, without limitation, any such portion constituting proceeds of such Non-Transferable Collateral.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default occurs and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver to Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each material item of Trademark Collateral, or otherwise has the right to grant a security interest in each material item of Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Debtor has full right to grant the security interest hereby granted;

(c) Each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, each application for any Trademark is valid, registered or registrable and enforceable. Debtor has notified Secured Party in writing of all prior uses of any material item of Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including known prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) As of the date of this Agreement, Debtor has not granted any written license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any material item of Trademark Collateral except as disclosed on Schedule I or except as otherwise permitted under Section 4(a);

(e) To Debtor's knowledge, reasonable and proper statutory notice has been used in connection with the use of each registered Trademark, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(f) To Debtor's knowledge, (i) the Trademark License Rights are in full force and effect, (ii) Debtor is not in default under any of the Trademark License Rights and (iii) no event

has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default in any material respect by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS:

(a) Until Termination of this Agreement in accordance with Section 10(i), Debtor will:

(i) furnish to Secured Party upon Secured Party's request in its Permitted Discretion a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may request in its Permitted Discretion, all in reasonable detail, and further execute and deliver such supplemental instruments, as Secured Party shall require in its Permitted Discretion for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is necessary or reasonably material to the conduct of Debtor's business and is not now identified in Schedule I, (A) Debtor will give prompt written notice to Secured Party, (B) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (C) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this paragraph;

(iii) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred

in connection with such activities shall be borne by Debtor. Debtor shall not (A) abandon any registration of or any item of Trademark Collateral or (B) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(iv) notify Secured Party immediately in writing (A) of any information which Debtor has received, or may expect to receive, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (B) when Debtor learns (1) that any item of the Trademark Collateral necessary to its business may become abandoned or dedicated; (2) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office (other than non-final office actions) or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral necessary to its business; or (3) that Debtor is or potentially could be in default of any of the Trademark License Rights;

(v) notify promptly Secured Party, should Debtor become aware that any of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(vi) except as expressly permitted by this Agreement or the other Loan Documents, not (A) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (B) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I; or (C) take any other action in connection with any of the items of Trademark Collateral that are necessary to its business that would reasonably be expected to materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(vii) will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(viii) pay all Costs applicable to the Trademark Collateral pursuant to, and in accordance with, Section 4.10 of the Credit Agreement.

7. POWER OF ATTORNEY FOR PERFECTION OF LIENS: Debtor hereby makes, constitutes and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact, without further consent of Debtor: (i) to execute and/or authenticate on Debtor's behalf and/or file financing statements reflecting Secured Party's security interest in the

Trademark Collateral and any other documents necessary or desirable in Secured Party's Permitted Discretion to perfect or otherwise further the security interest granted herein, and (ii) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority). It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 10(i) of this Agreement.

8. POWER OF ATTORNEY UPON EVENT OF DEFAULT: At all times upon the occurrence and during the continuance of an Event of Default, Debtor hereby makes, constitutes and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact, without further consent of Debtor: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 10(i) of this Agreement.

9. DEFAULT:

(a) So long as no Event of Default occurs and is continuing, and subject to the terms of this Agreement and the other Loan Documents, Debtor shall be entitled to exercise any and all rights pertaining to the Trademark Collateral; *provided* that Debtor specifically acknowledges that this Section 9(a), and Debtor's exercise of any rights with respect to the Trademark Collateral, is subject to any restriction on the Trademark Collateral or other covenant or term set forth in this Agreement or the Loan Documents.

(b) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to the Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually

received by Secured Party, any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(c) No remedy set forth herein is exclusive of any other available remedy or remedies with respect to the occurrence and during the continuance of an Event of Default, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(d) Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to, (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

10. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided* that nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSF Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, after the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Secured Party's Lien on, the "Collateral" as defined in the Security Agreement, or the Secured Party's rights or remedies respecting the "Collateral."

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or

inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

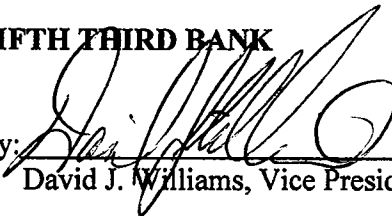
(i) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor). Upon such Termination, Debtor shall immediately, and without further action by Debtor, be released from its obligations hereunder, and Secured Party will, promptly upon Debtor's request and at Debtor's expense, (A) return any Trademark Collateral in the possession of Secured Party and held solely pursuant to this Agreement and (B) execute and deliver to Debtor evidence that the Lien granted to Secured Party hereunder on the Trademark Collateral has been released; such evidence may include, without limitation, UCC termination statements or similar instruments of re-conveyance prepared by Secured Party.

(j) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by Debtor in a transaction expressly permitted by this Agreement and the other Loan Documents (such Trademark Collateral being the "Permitted Transferred Collateral"), then Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor evidence that the Lien granted to Secured Party hereunder on such Permitted Transferred Collateral has been released; such evidence may include, without limitation, UCC amendments or similar instruments of re-conveyance prepared by Secured Party.

[Signature Page Follows]

This Agreement is made and dated as of the Effective Date.

FIFTH THIRD BANK

By:  _____
David J. Williams, Vice President

GLOBE FOOD EQUIPMENT COMPANY

By: _____
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ___ day of August, 2008 by ___
_____, _____ of Globe Food Equipment Company, an
Ohio corporation, on behalf of such corporation.

Notary Public

My commission expires:

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(GLOBE FOOD EQUIPMENT COMPANY)
(SENIOR SUBORDINATED LOAN)

TRADEMARK
REEL: 003846 FRAME: 0336

This Agreement is made and dated as of the Effective Date.

FIFTH THIRD BANK

By: _____
David J. Williams, Vice President

GLOBE FOOD EQUIPMENT COMPANY

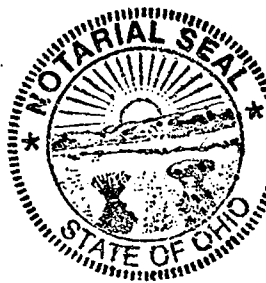
By: [Signature]
Name: Hilton G. Garner
Title: President

STATE OF Ohio,
COUNTY OF Montgomery, SS:

The foregoing instrument was acknowledged before me this 16th day of August, 2008 by Hilton G. Garner, President of Globe Food Equipment Company, an Ohio corporation, on behalf of such corporation.

[Signature: Michael A. Booth]
Notary Public

My commission expires:
never



MICHAEL A. BOOTH, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(GLOBE FOOD EQUIPMENT COMPANY)
(SENIOR SUBORDINATED LOAN)

SCHEDULE I

TRADEMARKS AND LICENSES

A. Trademarks:

Trademark	Status	Registration Number	Liens (other than in favor of Secured Party (including FTSDG))
CHEFMATE	Registered	3,342,980	None.
PRECISEEDGE	Registered	3,465,874	None.
EZ-GLIDE	Registered	3,465,533	None.
GLOBE	Registered	2,789,358	None.
GLOBE (Stylized)	Registered	2,504,703	None.
PRONTO	Registered	2,838,630	None.

B. Licenses:

- 1) Settlement and Consent Agreement between Globe and Herald Houseware Limited dated March 10, 2007
- 2) Exclusive Distribution Agreement between Spar Food Machinery Manufacturing Co. Ltd. and Globe dated July 17, 2003