

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Double B Foods, Inc.		09/08/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DDC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1524720	DOUBLE B
Registration Number:	1620163	TEXAS PRIDE BRAND
Registration Number:	2556551	BEEF-ALICIOUS
Registration Number:	2735033	BULLIES
Registration Number:	2750689	
Registration Number:	2775948	ROAD WRAPS

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 800-927-9801 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 2: Attn: Jean Paterson  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

**TRADEMARK**

CH \$165.00 1524720

ATTORNEY DOCKET NUMBER:	757265
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/14/2008

**Total Attachments: 9**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U S Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Double B Foods, Inc.  
1229 East Pleasant Run Road, Ste 1232  
De Soto, TX 75115

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: PNC Bank, National Association  
Internal Address: Commercial Loan Service Center/DDC  
Street Address: 500 First Ave  
City: Pittsburgh  
State: PA  
Country: \_\_\_\_\_ Zip: 15219

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other N.A. Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) 9/08/2008

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Corporation Service Company  
Internal Address: \_\_\_\_\_  
Street Address: 1133 Avenue of the Americas  
Suite 3100  
City: New York  
State: NY Zip: 10036  
Phone Number: 212-299-5600  
Fax Number: #757265  
Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ Date: 10/14/08  
Signature Date  
Luis Rodriguez  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 8th day of September, 2008 by **DOUBLE B FOODS, INC.**, a Texas corporation ("Borrower"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

### WITNESSETH

WHEREAS, Borrower, Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrower, including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Borrower's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (collectively, the "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

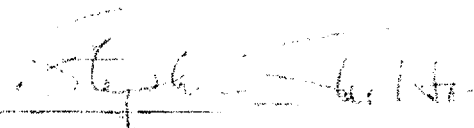
IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

**DOUBLE B FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted,

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: Stephen J. ...  
Title: V.P.

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, Borrower has duly executed this Agreement as of the date first written above.

DOUBLE B FOODS, INC.

By: Kew J. Middel  
Name: Kew J. Middel  
Title: President & CEO

Agreed and Accepted,

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

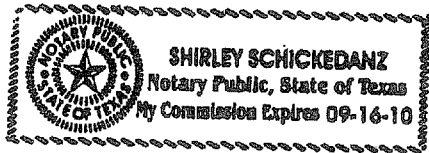
TRADEMARK  
REEL: 003871 FRAME: 0066

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 28 of August, 2008, before me personally appeared Hernandez to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of DOUBLE B FOODS, INC.; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

  
Notary Public  
My Commission Expires:



Notary Acknowledgement – Trademark Security Agreement

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademarks

<u>MARK</u>	<u>REG. NO./ SERIAL NO.</u>	<u>REG. DATE/ APP. DATE</u>	<u>CLASS</u>	<u>OWNER</u>
DOUBLE B (and design)	1,524,720 73/733,931	2/14/1989 6/13/1988	29	Double B Foods, Inc.
TEXAS PRIDE BRAND (stylized)	1,620,163 73/827,897	10/30/2000 9/26/1989	29	Double B Foods, Inc.
BEEF-ALICIOUS	2,556,551 75/678,242	4/2/2002 4/5/1999	29	Double B Foods, Inc.
BULLIES (stylized)	2,735,033 75/693,372	7/8/2003 4/29/1999	29	Double B Foods, Inc.
(design only-bull)	2,750,689 75/693,642	8/12/2003 4/29/1999	29	Double B Foods, Inc.
ROAD WRAPS	2,775,948 75/673,269	10/21/2003 3/26/1999	30	Double B Foods, Inc.



## POWER OF ATTORNEY

DOUBLE B FOODS, INC., a Texas corporation (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor dated as of September 8, 2008 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated September 8, 2008 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) and any other trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark assignment, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

DOUBLE B FOODS, INC.

By: Kevin J. Migdol  
Name: Kevin J. Migdol  
Title: President & CEO

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[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
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COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 24 of August, 2008, before me personally appeared Neuren Mordal, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of DOUBLE B FOODS, INC.; that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



*Shirley Schickedanz*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

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