

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The All American Gourmet Company		09/17/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPM Mezzanine Capital, LLC, as Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1616892	THE BUDGET GOURMET	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509257/0003		
NAME OF SUBMITTER:	Mindy M. Lok		
Signature:	/ml/		

OP \$40.00 1616892

900118780

**TRADEMARK**  
**REEL: 003873 FRAME: 0385**

Date:

10/20/2008

**Total Attachments: 5**

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## Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2008 (the "Trademark Security Agreement"), is made by The All American Gourmet Company, a Delaware corporation ("Grantor"), in favor of JPM MEZZANINE CAPITAL, LLC ("JPM"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

### W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 17, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bellisio Foods, Inc., a Minnesota corporation (the "Borrower"), the Lenders from time to time party thereto and JPM, as Agent for the Lenders, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their Loans to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

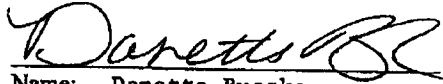
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

The All American Gourmet Company,  
as Grantor

By:   
Name: Danette Bucsko  
Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

JPM MEZZANINE CAPITAL, LLC,  
as Agent

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

IN WITNESS WHEREOF, 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,

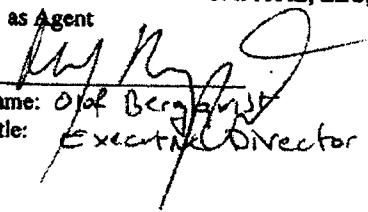
The All American Gourmet Company,  
as Grantor

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

ACCEPTED AND AGREED

as of the date first above written:

JPM MEZZANINE CAPITAL, LLC,  
as Agent

By:   
Name: Olaf Bergquist  
Title: Executive Director

Schedule I  
to  
Second Lien Trademark Security Agreement  
Trademark Registrations

A. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	SERV./REG. NO.	REG. DATE	CLASSES	EXP. DATE
Budget Gourmet	USA	I616892	10/9/1990	29 & 30	10/9/2010
Budget Gourmet	Canada	TMA309560	12/20/1985	(1)	12/20/2015
The Budget Gourmet	Canada	TMA463627	9/27/1996	(1)	9/27/2011
The Budget Gourmet	EC	CMT000177915	4/5/1999	29 & 30	01/04/2016

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.