

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avomex, Inc.		11/26/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	5080 Spectrum Drive
Internal Address:	Suite 500 East
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	Secured Party:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77581275	FRIENDS DON'T LET FRIENDS DOUBLE DIP
Serial Number:	77581300	LESS TALK, MORE GUAC
Serial Number:	77522531	GUAC BUCKS
Serial Number:	77501115	
Serial Number:	77501136	
Serial Number:	77501149	
Serial Number:	77501163	
Serial Number:	77494986	WHOLLY AVOCADO
Serial Number:	77495005	WHOLLY SALSA
Serial Number:	77422371	TWISTED TREE
Serial Number:	77422398	WHOLLY HIP DIPS
Serial Number:	77422116	SUNSTONE
Serial Number:	77260581	GREEN ENVY

CH \$740.00 77581275

Serial Number:	77259592	AVOMEX
Registration Number:	3477782	SIMPLY AVO
Serial Number:	77204867	WHOLLY GUACAMOLE
Serial Number:	77204095	GUAC PARTY
Serial Number:	77204077	GUAC SQUAD
Serial Number:	77204045	DON'S FAMOUS
Serial Number:	77204115	DON LOCO
Serial Number:	77204131	LOCO VERDE
Registration Number:	3477693	DANCING IGUANA
Serial Number:	78738112	FRESHERIZED
Registration Number:	2968732	JUICE TO THE UTMOST
Registration Number:	2974039	THE UTMOST FRUIT SMOOTHIE
Registration Number:	2921744	FRUTMOST
Registration Number:	2920032	MENU FRESH
Registration Number:	3070059	AVOCLASSIC
Registration Number:	2925893	MIX 'N DIP

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	56198.001004
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/11/2008

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

WHEREAS, AVOMEX, INC., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, the several banks and other financial institutions as may from time to time become parties thereto, and Wachovia Bank, National Association, as agent ("Secured Party"), are parties to an Amended and Restated Credit Agreement dated November 26, 2008 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Secured Party and the several banks and other financial institutions as may from time to time become parties thereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated October 14, 2005 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Credit Party Obligations (as defined in the Credit Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and

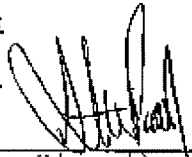
remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereto as of the 26th day of November, 2008.

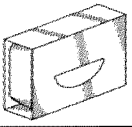
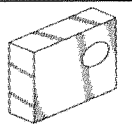
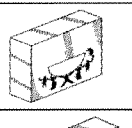

GRANTOR:

Avomex, Inc.

By:


Name: Steve Parnell
Title: President

Schedule 1
to Trademark
Security Agreement

Mark	Owner	Serial or Reg. No.	Status
FRIENDS DON'T LET FRIENDS DOUBLE DIP	Avomex, Inc.	77/581,275	Pending
LESS TALK, MORE GUAC	Avomex, Inc.	77/581,300	Pending
GUAC BUCKS	Avomex, Inc.	77/522,531	Pending
	Avomex, Inc.	77/501,115	Pending
	Avomex, Inc.	77/501,136	Pending
	Avomex, Inc.	77/501,149	Pending
	Avomex, Inc.	77/501,163	Pending
WHOLLY AVOCADO	Avomex, Inc.	77/494,986	Pending
WHOLLY SALSA	Avomex, Inc.	77/495,005	Pending
TWISTED TREE	Avomex, Inc.	77/422,371	Published
WHOLLY HIP DIPS	Avomex, Inc.	77/422,398	Published
SUNSTONE	Avomex, Inc.	77/422,116	Published
GREEN ENVY	Avomex, Inc.	77/260,581	Published
AVOMEX	Avomex, Inc.	77/259,592	Pending
SIMPLY AVO	Avomex, Inc.	3,477,782	Registered
WHOLLY GUACAMOLE	Avomex, Inc.	77/204,867	Published
GUAC PARTY	Avomex, Inc.	77/204,095	Published
GUAC SQUAD	Avomex, Inc.	77/204,077	Published
DON'S FAMOUS	Avomex, Inc.	77/204,045	Published
DON LOCO	Avomex, Inc.	77/204,115	Published
LOCO VERDE	Avomex, Inc.	77/204,131	Published
DANCING IGUANA	Avomex, Inc.	3,477,693	Registered
FRESHERIZED	Avomex, Inc.	78/738,112	Published
JUICE TO THE UTMOST	Avomex, Inc.	2,968,732	Registered
THE UTMOST FRUIT SMOOTHIE	Avomex, Inc.	2,974,039	Registered
FRUTMOST	Avomex, Inc.	2,921,744	Registered
MENU FRESH	Avomex, Inc.	2,920,032	Registered
AVOCLASSIC	Avomex, Inc.	3,070,059	Registered
MIX 'N DIP	Avomex, Inc.	2,925,893	Registered