

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
Border Foods, Inc.		12/19/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway SE, Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1541724	DOS AMIGOS
Registration Number:	1266449	RANCHO EL MOLINO
Registration Number:	1225198	DOS AMIGOS
Registration Number:	1232906	EL MOLINO
Registration Number:	2853685	TRES HERMANAS
Registration Number:	3540263	BORDER FOODS INC.
Registration Number:	3540264	BORDER FOODS INC.
Serial Number:	77463465	BORDER FOODS INC.
Serial Number:	77466584	BORDER FOODS INC.

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6172390632
 Email: agrandy@eapdlaw.com
 Correspondent Name: Adam M. Grandy

CH \$240.00 1541724

Address Line 1: 111 Huntington Avenue
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Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	202164-29
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/22/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2008, is among the undersigned (the "Grantor"), and Bank of America, N.A., as lender (the "Lender").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Loan and Security Agreement, dated as of December 19, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Border Foods, Inc., a Texas corporation (the "Borrower"), Border Holdings Inc., a Delaware corporation ("Parent"), and the other Guarantors from time to time party thereto (collectively with Parent the "Guarantors", and collectively with the Borrower, the "Credit Parties"), and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Loan Agreement, the Grantor granted to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Loan Agreement) including the obligations of the Credit Parties under the Loan Agreement;

WHEREAS the parties to the Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment,

declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

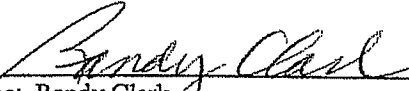
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

BORDER FOODS, INC.


By: 
Name: Randy Clark
Title: President and Chief Executive Officer

(Trademark Security Agreement Signature Page)

TRADEMARK
REEL: 003908 FRAME: 0236

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: John M. Olsen
Title: Senior Vice President

(Trademark Security Agreement Signature Page)

TRADEMARK
REEL: 003908 FRAME: 0237

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

<u>Registration No.</u>	<u>Trademark</u>	<u>Jurisdiction Registered</u>	<u>Registration Date</u>
1,541,724	Dos Amigos	United States	5/30/89
1,266,449	Rancho El Molino	United States	2/7/84; Renewed 2/19/04
1,225,198	Dos Amigos	United States	1/25/83; Renewed 3/18/03
1,232,906	El Molino	United States	3/29/83; Renewed 6/3/03
2,853,685	Tres Hermanas	United States	6/15/04
3,540,263	Border Foods Inc. Logo	United States	12/2/08
3,540,264	Border Foods Inc. Logo	United States	12/2/08
77/463465	Border Foods Inc. Logo	United States	Filed 5/6/08
77/466584	Border Foods Inc. Logo	United States	Filed 5/6/08