

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
Preferred Meal Systems, Inc.		12/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital Corporation
Street Address:	500 West Monroe Street
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2597060	HFI HEARTLAND FOODS
Registration Number:	2679135	LUNCH MUNCHIES
Registration Number:	2696302	APPLERAGEOUS
Registration Number:	2881079	PB&J CUT OUTS
Registration Number:	2949337	TASTY STUFFED DELIGHTS
Registration Number:	2999667	SANDWICH XPRESS
Registration Number:	2798424	EAT RIGHT GET SMART
Registration Number:	2545053	KIDS ARE PEOPLE TOO
Registration Number:	1408018	PREFERRED MEAL SYSTEMS, INC.
Registration Number:	2545052	REFUEL AT SCHOOL
Registration Number:	1394464	
Registration Number:	3178516	MAMA CARLINA
Registration Number:	3126222	

CORRESPONDENCE DATA

900123391

TRADEMARK
REEL: 003908 FRAME: 0793

CH \$340.00 2597060

Fax Number: (312)577-8756

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8348

Email: cheryle.stone@kattenlaw.com

Correspondent Name: Cheryle Stone c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00182

NAME OF SUBMITTER:

Cheryle A. Stone

Signature:

/Cheryle A. Stone/

Date:

12/23/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2008, is between Preferred Meal Systems, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement dated as of April 21, 2005 (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and as administrative agent for the lenders referred to therein ("Lenders"), and the other "Debtors" (in addition to Debtor) parties thereto, pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein (and in the preceding recitals and preamble) are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor'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, to the extent the same constitutes Collateral under the Security Agreement:

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

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: Warren Schmidgall
Name: Warren Schmidgall
Title: Chief Financial Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: _____
Name: _____
Title: _____

Trademark Security Agreement


IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____



Acknowledged:


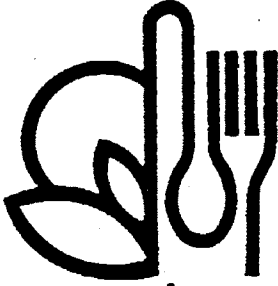

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: 
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory

Schedule 1

U.S. TRADEMARKS

Mark	Country	Reg. No.	Reg. Date
HFI HEARTLAND FOODS	U.S.	2,597,060	7/23/2002
LUNCH MUNCHIES	U.S.	2,679,135	1/21/2003
APPLERAGEOUS	U.S.	2,696,302	3/11/2003
PB&J CUT OUTS 	U.S.	2,881,079	9/7/2004
TASTY STUFFED DELIGHTS 	U.S.	2,949,337	5/10/2005
SANDWICH XPRESS and LINES DESIGN 	U.S.	2,999,667	9/27/2005
EAT RIGHT GET SMART	U.S.	2,798,424	12/23/2003
KIDS ARE PEOPLE TOO	U.S.	2,545,053	3/5/2002

Mark	Country	Reg. No.	Reg. Date
PREFERRED MEAL SYSTEMS, INC. and Design  Preferred Meal Systems, Inc.	U.S.	1,408,018	9/02/86
REFUEL AT SCHOOL DESIGN ONLY 	U.S. U.S.	2,545,052 1,394,464	3/05/02 5/20/86
MAMA CARLINA DESIGN ONLY 	U.S. U.S.	3,178,516 3,126,222	11/28/06 8/8/06

U.S. TRADEMARK APPLICATIONS

Mark	Country	App. No.	App. Date
THINKTRITION	U.S.	77/457,546	4/24/08

TRADEMARK LICENSES

None.