

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
Sterling Foods, LLC		12/30/2008	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Churchill Financial LLC, as administrative agent and collateral agent		
Street Address:	400 Park Avenue, Suite 1510		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2089776	MOM NEVER MADE 'EM THIS GOOD	
Registration Number:	2213194	NO MESS COOKIE DOUGH	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7294		
Email:	sarah.endres@goldbergekohn.com		
Correspondent Name:	Sarah Endres		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6165.009		
NAME OF SUBMITTER:	Sarah Endres		
Signature:	/sarah endres/		

OP \$65.00 2089776

Date:

12/31/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 30, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Churchill Financial LLC ("Churchill"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2008, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sterling Foods II, Inc., a Delaware corporation ("Holdings"), SFTX Foods, Inc., a Texas corporation ("SFTX"), Sterling Foods, LLC, a Texas limited liability company ("Sterling"), Buena Vista Food Products, Inc. ("Buena Vista"; together with Holdings, SFTX and Sterling, each a "Borrower" and collectively the "Borrowers"), the Lenders and the L/C Issuers from time to time party thereto, the Revolving Credit Representative party thereto, and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 30, 2008, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative 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 Intellectual Property Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative 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 such Grantor (the "Intellectual Property Collateral"):

- (a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) 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, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) 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, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) 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 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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, other than, in each case, with respect to Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or prudent actions in connection with their Intellectual Property Collateral and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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 Intellectual Property 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, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

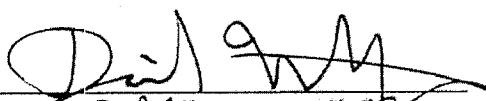
Very truly yours,

STERLING FOODS, LLC,
as Grantor

By _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:


CHURCHILL FINANCIAL LLC,
as Administrative Agent

By 
Name: DAVID MONTAGUE
Title: VICE PRESIDENT

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STERLING FOODS, LLC,
as Grantor

By 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

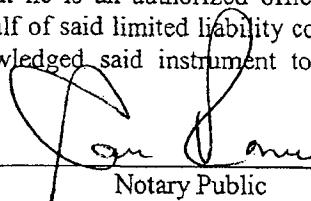
CHURCHILL FINANCIAL LLC,
as Administrative Agent

By _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS)
COUNTY OF BEXAR) ss.

On this 22 day of December, 2008, before me personally appeared Mark Stuehl, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sterling Foods, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



**SCHEDULE IA
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. IP LICENSES

None.

**SCHEDULE IB
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner
Shelf stable soft pretzel and methodology	U.S.	09/433,103 11/3/1999	Not Applicable	Sterling Foods
Calcium-enriched food product	U.S.	11/329905 01/11/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.
Calcium-enriched food product	U.S.	11/468,077 08/29/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.
Calcium-enriched food product	PCT/WIPO	PCT/US2006/ 062598 12/26/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.

C. IP LICENSES

None.

**SCHEDULE IC
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Record Owner
MOM NEVER MADE 'EM THIS GOOD	U.S.	75/000,467 10/2/1995	2,089,776 8/19/1997	Sterling Foods, LLC
NO MESS COOKIE DOUGH	U.S.	75/000,466 10/2/1995	2,213,194 12/22/1998	Sterling Foods, LLC

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.