

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
Moreno, S.A.		01/09/2009	CORPORATION: SPAIN

RECEIVING PARTY DATA

Name:	Daniel Devico
Street Address:	2 Rue des Girofrees
Internal Address:	L'armorial
City:	Monaco
State/Country:	MONACO
Postal Code:	98000
Entity Type:	INDIVIDUAL: MONACO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3391500	LACO
Registration Number:	2187927	POMPEIAN BALSAMIC VINEGAR
Registration Number:	2187926	SPANISH KITCHEN
Registration Number:	2241952	POMPEIAN
Registration Number:	0252247	POMPEIAN
Registration Number:	1584923	
Registration Number:	1586969	
Registration Number:	2869835	ROMANZA
Registration Number:	2675612	POMPEIAN
Registration Number:	1328820	POMPEIAN
Registration Number:	1040177	ROMANZA
Registration Number:	1056189	AVALLO
Registration Number:	1080530	POMPEIAN

CH \$415.00 3391500

Registration Number:	3224985	MARCA ROJA
Registration Number:	3184989	OLIVEXTRA
Registration Number:	2750546	POMPEIAN

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-351-3961
Email: kmiller@gibsondunn.com
Correspondent Name: Kenneth W. Miller
Address Line 1: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90368-00001
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Kenneth W. Miller
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Signature:	/kenneth w. miller/
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Date:	01/14/2009
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Total Attachments: 10
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PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT (this "Agreement") dated January 9, 2009, between Daniel Devico, an individual residing in Monaco (the "Creditor") and Moreno, S.A., a Spanish corporation (the "Obligor").

1. General Definitions.

1.1 As used herein, "UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

1.2 All capitalized terms contained in this Agreement, but not specifically defined in this Agreement, shall have the meanings provided by the UCC to the extent the same are used or defined therein.

1.3 As used herein:

(a) "Event of Default" means an Event of Default under the Note.

(b) "Intellectual Property" means the trademarks listed on Exhibit A.

(c) "Maturity Date" means March 31, 2009.

(d) "Note" means the Secured Promissory Note, in the amount of _____, executed by the Obligor in favor of the Creditor, dated as of the date hereof;

(e) "Person" means any individual, corporation, partnership, limited liability company, trust, unincorporated organization, or any other entity or organization.

(f) "Shares" means all shares of capital stock of Pompeian, Inc. owned by the Obligor as of the date hereof.

2. Obligations Secured. The Collateral (as defined below) shall secure the following:

(a) Obligor's obligation to pay to the Creditor, on the Maturity Date, all amounts of principal and interest outstanding under the Note; and

(b) all attorneys' fees and costs or expenses incurred in connection with collection and enforcement and sums advanced by the Creditor to protect the Collateral or otherwise as permitted to be made by the Creditor under this Agreement; and

in each case, whether now existing or hereafter arising, joint or several, absolute or contingent, liquidated or unliquidated, and however arising (all such indebtedness, obligations and liabilities being collectively referred to herein as the "Obligations").

3. Grant of Security Interest. To secure the timely payment and performance of the Obligations when due, the Obligor hereby conveys, pledges, assigns and transfers to the

Creditor, and grants to the Creditor a security interest in and to, and a lien upon (the "Security Interest"), all right, title and interest of the Obligor in and to the following property (collectively, the "Collateral"):

- (a) The Shares;
- (b) The Intellectual Property; and
- (c) All Proceeds of any of such property in whatever form, whether derived from voluntary or involuntary disposition, collections thereon or distributions or payments with respect thereto, or otherwise.

4. Representations and Warranties. The Obligor represents and warrants to the Creditor that:

4.1 Authority. The Obligor has full power and authority to grant security interests in the Collateral and to execute, deliver, and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person.

4.2 Shares. The Obligor is the record and beneficial owner of the Shares, free and clear of any charge, limitation, condition, mortgage, lien, security interest, adverse claim, encumbrance or restriction of any kind (collectively, "Encumbrances"). The Obligor has the right, authority and power to sell, assign and transfer the Shares to the Creditor. The Security Interest shall be a first lien on the Shares, except for liens for taxes, assessments or governmental charges not yet due or delinquent.

4.3 Intellectual Property. The Intellectual Property is subsisting and, to the knowledge of the Obligor, valid and enforceable. The Obligor exclusively owns, free and clear of any and all Encumbrances, the Intellectual Property. The Obligor has taken all reasonable steps to protect its rights in the Intellectual Property, including all trade secrets. No loss or expiration of any of the Intellectual Property is pending or reasonably foreseeable. The Security Interest shall be a first lien on the Intellectual Property, except for liens for taxes, assessments or governmental charges not yet due or delinquent.

4.4 Information Regarding Names. The Obligor's exact legal name is "Moreno, S.A."

4.5 Location of Collateral. All Collateral that is tangible and all related books and records related to the Collateral are located solely in the State of Maryland.

4.6 Jurisdiction of Incorporation. The Obligor is incorporated in Spain.

5. Covenants and Agreements of the Obligor. The Obligor covenants and agrees as follows (except in each case to the extent waived by the Creditor):

5.1 Restriction on Further Encumbrances. The Obligor shall not, without the prior written consent of the Creditor, create, grant or suffer to exist any other liens in or to any of the Collateral except for liens described in Sections 4.2 and 4.3 above.

5.2 Records and Inspection. The Obligor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds at its principal place of business, which Collateral and records will be made available for inspection and copying upon such premises by the Creditor at any reasonable time.

5.3 Restrictions on Removal of Collateral. The Obligor shall not remove Collateral or any related books and records from the State of Maryland.

5.4 Restriction on Changing State of Organization. The Obligor shall not change the state of its incorporation or convert into a different type of entity.

5.5 Information Regarding Names. At least 30 days before changing its name or adopting a new name, the Obligor shall give written notice to the Creditor of any new name or trade name of the Obligor.

5.6 Information on Collateral and Business. The Obligor shall deliver to the Creditor such other data and information (financial and otherwise) as the Creditor from time to time may reasonably request bearing upon or related to the Collateral.

5.7 Duty of Care. The Obligor shall be responsible for preserving and maintaining the Collateral and the Creditor shall have no duty of care with respect to the Collateral, except that the Creditor shall have an obligation to exercise reasonable care with respect to Collateral in its possession; provided, that (i) the Creditor shall be deemed to have exercised reasonable care if Collateral in its possession is accorded treatment substantially comparable to that which the Creditor accords its own property or treatment substantially in accordance with actions requested by the Obligor in writing, although the Creditor shall not be obligated to comply with any such requests and (ii) the Creditor shall not be obligated to take steps to preserve rights against any other parties or property.

5.8 Taxes. The Obligor shall pay when due all material governmental taxes, assessments or charges upon the Collateral, except for those taxes, assessments and charges contested in good faith.

5.9 Further Assurances and Authority of Creditor. The Obligor shall from time to time execute, deliver, file and record all such further agreements, instruments, financing statements, notices and other documents as may be requested by the Creditor to perfect or preserve the Security Interest, to enable the Creditor to notify any third parties of the existence of the Creditor's Security Interest, or otherwise to carry out the intent of this Agreement.

6. Release of Collateral. Except for sales or other dispositions of Collateral for which the Obligor obtains the prior written consent signed by the Creditor (collectively, "Permitted Sales"), the Obligor shall not sell, lease, license or otherwise dispose of the Collateral, or any part thereof or any interest therein. Concurrently with any Permitted Sale, the Security Interest shall automatically be released from the property so disposed of; provided, however, that the Security Interest shall continue in the proceeds thereof.

7. Delivery of Collateral. On the date hereof, the Obligor is delivering to the Creditor all Collateral consisting of certificated securities or instruments or the physical

possession of which is necessary in order for the Security Interest to be perfected or delivery of which was requested by the Creditor to assure the first priority of the Security Interest therein.

8. Rights and Remedies of the Creditor Upon Event of Default.

8.1 Event of Default Remedies. If any Event of Default shall occur and be continuing:

(a) In addition to all of its other rights, powers and remedies under this Agreement and other applicable law, the Creditor shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code of the state in which such rights, powers and remedies are asserted.

(b) The Creditor shall have the right to (i) notify obligors on the Collateral that the Collateral has been assigned to the Creditor and that all payments thereon are to be made directly and exclusively to or as specified by the Creditor; (ii) collect all interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (iii) prepare, assemble, or process Collateral for sale, lease, or other disposition; (iv) remove Collateral to the premises of the Creditor or any agent of the Creditor, for such time as the Creditor may desire, in order to collect or dispose of Collateral; and (v) require the Obligor to assemble Collateral and make it available to the Creditor at a place to be designated by the Creditor.

(c) The Creditor shall have the right to sell, lease, license, or otherwise dispose of all or any Collateral in its then existing condition at public or private sale or sales, in lots or in bulk, for cash or on credit, all as the Creditor, in its sole discretion, may deem advisable. Without limitation, the Creditor may specifically disclaim any warranties of title and the like. The Creditor shall not be obligated to prepare the Collateral for sale. Such sales may be adjourned and continued from time to time with or without notice. The Creditor may purchase all or any part of the Collateral at public or, if permitted by law, private sale, and in lieu of actual payment of such purchase price may set off the amount of such Obligations whether or not such Obligations are matured. The Obligor agrees that any sale of Collateral conducted by the Creditor in accordance with the foregoing provisions of this Section shall be deemed to be a commercially reasonable sale under the UCC. The Creditor may comply with any applicable laws and regulations in connection with any exercise of remedies hereunder and such compliance shall not be considered to adversely affect the commercial reasonableness of such exercise of remedies. The Creditor may, in its sole discretion, retain an agent or agents to carry out any of the Creditor's rights under this Section 8.1(c) and the reasonable costs and expenses of such agent or agents shall be payable under Section 9 hereof.

8.2 Application of Proceeds.

(a) Any proceeds received by the Creditor in respect of any sale or collection from, or other realization upon all or any part of the Collateral following the occurrence of an Event of Default may, in the discretion of the Creditor, be held by the Creditor as collateral for the Obligations, and/or then, or at any time thereafter, applied by the Creditor as follows: (i) first, to pay all costs, expenses and charges of the Creditor payable pursuant to

Section 9; (ii) second, to pay the Obligations; and (iii) third, to pay the remaining funds, if any, after payment of all the Obligations in full, to the Obligor or to whomever may be lawfully entitled to receive such surplus.

(b) Notwithstanding anything herein to the contrary, the Obligations shall be satisfied solely out of the Collateral and are non-recourse to the other assets of the Obligor.

8.3 Notice. Any notice required to be given by the Creditor of a sale, lease, or other disposition of Collateral, or any other intended action by the Creditor, which is sent pursuant to Section 14 hereof at least ten (10) days prior to such proposed action, or such longer period as shall be specified by applicable law, shall constitute commercially reasonable and fair notice thereof to the Obligor.

8.4 Appointment of Creditor as Lawful Attorney; Other Rights Upon Event of Default. The Obligor hereby irrevocably makes, constitutes and appoints the Creditor and all persons designated by the Creditor true and lawful attorney (and agent-in-fact) upon and after the occurrence of an Event of Default for the purposes of administering, collecting and enforcing the Collateral, including by enforcing payment and exercising all of the Obligor's rights and remedies with respect to the collection of Collateral by legal proceedings or otherwise.

9. Creditor's Expenses, Including Attorney's Fees. The Obligor shall pay to the Creditor, on demand, the amount of any reasonable costs or expenses (including reasonable attorneys' fees and expenses) paid or incurred at any time or times in connection with the foreclosure and realization of the Collateral upon an Event of Default; provided, that the obligation of the Obligor under this Section 9 shall be recourse only to the Collateral.

10. Remedies Not Exclusive. No right or remedy hereunder is exclusive of any other right or remedy.

11. Waivers. The failure or delay of the Creditor to insist in any instance upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right, remedy or privilege herein conferred, shall not impair or be construed as a waiver thereof.

12. Severability. If any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

13. Termination. Upon payment in full and performance of all Obligations owed by the Obligor to the Creditor pursuant to the Note, this Agreement shall be terminated; otherwise it shall remain in full force and effect.

14. Notice. All notices and other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or sent by facsimile, e-mail, overnight courier or registered or certified mail, postage prepaid, to the address set forth on the signature pages hereto opposite the party to receive such notice, or to such other address as may be designated in writing by such party.

15. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

16. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

17. Submission to Jurisdiction. Each of the parties hereby irrevocably submits to the jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court) for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

18. Indemnification. The Obligor hereby agrees to indemnify and hold harmless the Creditor and its directors, officers, employees and agents against and from any and all claims, actions, liabilities, costs and expenses of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) that may be imposed on, incurred by, or asserted against any of them, in any way relating to or arising out of this Agreement, any exercise of remedies hereunder or any other action taken or omitted by them hereunder, except to the extent a court holds in a final and nonappealable judgment that such claims, actions, liabilities, costs and expenses directly resulted from the gross negligence or willful misconduct of such indemnified Persons.

19. Successors. This Agreement shall be binding upon the Obligor, the heirs, executors, administrators, successors and assigns of the Obligor, and shall inure to the benefit of and be enforceable by the Creditors, its successors, transferees and assigns.

20. Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

IN WITNESS WHEREOF, the Obligor and the Creditor have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MORENO, S.A.

Address for Notices:

By: 

Name: Baldomero Moreno Mantecon
Title: Chief Executive Officer

DANIEL DEVICO

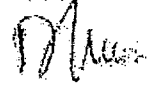
Address for Notices:

IN WITNESS WHEREOF, the Obligor and the Creditor have caused this Agreement to be executed as of the date first written above by their respective officers thereto duly authorized.

MORENO, S.A.

Address for Notices:

By:


Name: Baldomero Moreno Muntecon
Title: Chief Executive Officer

DANIEL DEVICO

Address for Notices:

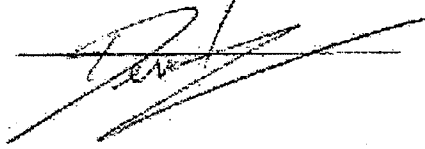


Exhibit A

MARK	PRODUCT	COUNTRY	OWNER	NUMBER	ORIGINAL DATE	LAST REGISTRATION	CLASS	RENEWAL DATE
4- Laco	Oil	USA	Moreno	3,391,500	5/14/1968	3/4/2008	29	3/4/2018
22- Pompeian	Balsamic	USA	Moreno	2,187,927	9/8/1998	9/08/1998	30	9/8/2018
21- Spanish Kitchen	Vinegar	USA	Moreno	2,187,926	9/8/1998	9/8/1998	30	9/8/2008
26- Pompeian	Tree Design	USA	Moreno	2,241,952	4/27/1999	4/27/1999	29/30	10/27/2008
9- Pompeian	Oil Label	USA	Moreno	252,247	1/29/1929	1/29/2008	29	1/29/2019
20- Romanza	Vinegar	Korea	Moreno	198072	8/10/1990	5/16/2000	30	8/11/2009
20- Pompeian	Vinegar	Korea	Moreno	198073	8/10/1990	5/16/2000	30	8/11/2009
20- Pompeian	Oil	Korea	Moreno	199941	9/5/1990	5/16/2000	29	9/6/2009
20- Romanza	Oil	Korea	Moreno	199942	9/5/1990	5/16/2000	29	9/6/2009
13- Pompeian	Bottle Design	USA	Moreno	1,584,923	2/27/1990	2/27/2000	29	2/27/2010
24- Pompeian	Bottle	USA	Moreno	1,586,969	3/13/1990	3/13/2000	29	3/13/2010
34- Romanza	Balsamic	USA	Moreno	2,869,835	8/3/2004	8/3/2004	30	8/3/2010
23- 5 Pompeian	Vinegar	Mexico	Moreno	404,942	12/7/1990	10/19/2000	29	12/7/2010
19- Romanza	Oil/vinegar	Japan	Moreno	2402738	7/20/1989	4/30/2002	29/30	11/1/2011
19- Pompeian	Oil/vinegar	Japan	Moreno	2402739	7/20/1989	4/30/2002	29/30	11/1/2011
30- Pompeian	cooking wine	USA	Moreno	2,675,612	1/14/2003	1/14/2003	33	1/14/2013
25- Pompeian	Oil	Ecuador	Moreno	34634	10/5/1992	11/30/2003	29	11/30/2013
23-7 Romance	Oil +	Mexico	Moreno	364,836	2/3/1989	2/3/2004	2,5,29,30,31,32	2/3/2014
23-8 Romanza	Oil +	Mexico	Moreno	368,160	2/3/1989	2/3/2004	2,5,29,30,31,32	2/3/2014
23-6 Pompeian	Bottle	Mexico	Moreno	389,781	4/28/1989	12/9/2003	5,6,9,15,16,18+	4/28/2014
10- Pompeian	Vinegar	USA	Moreno	1,328,820	4/2/1985	6/3/2004	30	4/2/2015
5- Romanza	Oil	USA	Moreno	1,040,177	5/25/1976	3/7/1996	29	5/25/2016
8- Laco	Oil	Canada	Moreno	350,881	2/3/1989	2/3/2004	29	2/3/2017
17- Avallo	Oil	USA	Moreno	1,056,189	1/1/1977	10/31/2006	29	10/31/2017
14- Pompeian	Olives	USA	Moreno	1,080,530	12/27/1977	2/28/2007	29	12/27/2017

MARK	PRODUCT	COUNTRY	OWNER	NUMBER	ORIGINAL DATE	LAST REGISTRATION	CLASS	RENEWAL DATE
7- AVALLO	Oil	Canada	Moreno	343,923	8/19/1988	8/19/2003	29	2/3/2018
6 - Pompeian	Oil	Canada	Moreno	343,924	8/19/1988	7/25/2003	29	8/19/2018
37 - Marca Roja	Oil	USA	Moreno	3,224,985	04/03/2007	04/03/2007	29	04/03/2017
36 - OLIVEXTRA	Oil	USA	Moreno	3,184,989	12/12/06	12/12/06	29	12/12/2016
33 - Pompeian	Oil/vegies	USA	Moreno	2,750,546	08/12/2003	8/12/2003	29	08/12/2012