

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VLR Food Corporation		01/13/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, 30th Floor
Internal Address:	Royal Bank Plaza, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2J5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1888706	THYME AND TRUFFLES
Serial Number:	78958239	TGF
Serial Number:	77281112	THYME & TRUFFLES DISTINCTIVE FOODS
Serial Number:	77281130	CUISINE ADVENTURES
Serial Number:	77281129	SUGAR KISSED DESSERTS
Serial Number:	77281124	575 OSTER LANE FOODS
Serial Number:	77281118	OSTER LANE FOODS

CORRESPONDENCE DATA

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (734) 623-1938
 Email: trademark@dickinsonwright.com, jnishi@dickinsonwright.com,
 nhudge@dickinsonwright.com
 Correspondent Name: John C. Nishi

OP \$190.00 1888706

Address Line 1: 1875 Eye Street, N.W., Suite 1200
Address Line 2: International Square
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 38720-001

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: John C. Nishi

Signature: /John C. Nishi/

Date: 01/15/2009

Total Attachments: 7

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SECURITY AGREEMENT

This Security Agreement (this "Agreement") is entered and made as of the ____ day of January, 2009, by and between VLR FOOD CORPORATION, an Ontario corporation ("Debtor"), and ROYAL BANK OF CANADA, as lender under the Loan Agreement referred to below (in such capacity, "Lender").

RECITALS

Debtor and Lender are parties to that certain Loan Agreement of even date herewith (as same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") wherein the Lender agrees to loan to Debtor certain funds in accordance with the terms and conditions thereof (the "Loan"). To secure the payment and performance of any and all obligations, indebtedness and liability of Debtor to Lender present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and whether Debtor be bound alone or with another or others and whether as principal or surety, including without limitation the obligations of Debtor towards Lender under the Loan Agreement and the other Loan Documents (collectively, the "Secured Obligations"), Debtor has agreed to grant to Lender, among other things, a security interest in the Collateral, as hereinafter described.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENTS

1. Definitions. All terms used herein which are defined in the New York Uniform Commercial Code (the "Code") shall have the same meanings herein as in the Code unless the context in which such terms are used herein indicates otherwise. All capitalized terms defined in the Loan Agreement and which are used as defined terms in this Security Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which Loan Agreement are incorporated herein.

2. Security Interest. To secure the performance and payment of the Secured Obligations, Debtor hereby grants to Lender a security interest in all of Debtor's right, title and interest in the property and property rights more fully described on Schedule A attached hereto and incorporated herein by reference (collectively, the "Collateral"). Such security interest shall be superior and prior to all other liens, except prior liens permitted by Lender.

3. Protection of Collateral. In the event of the failure of Debtor to (i) maintain in force and pay for any insurance which Debtor is required to provide pursuant to the Loan Agreement, (ii) keep the Collateral in good repair and operating condition, (iii) keep the Collateral free from any liens, except Permitted Encumbrances, and (iv) pay when due all taxes, levies and assessments on or in respect of the Collateral, Lender, at its option, may (but shall not be required to) procure and pay for such insurance, place the Collateral in good repair and operating condition, or otherwise make good any other aforesaid failure of Debtor and all sums advanced by Lender, with interest thereon at the default interest rate set forth in the Loan

Agreement, shall be part of Debtor's obligations to Lender, payable upon written demand delivered in accordance with Section 7 herein.

4. Financing Statements; Further Assurances. Debtor hereby authorizes Lender at any time or from time to time to file any initial financing statements, amendments thereto and continuation statements with or without signature of Debtor as authorized by applicable law, as applicable to the Collateral solely to protect the interests granted by the Debtor to Lender herein. For purposes of such filings, Debtor agrees to furnish any information requested by Lender promptly upon request by Lender. Debtor also ratifies its authorization for Lender to have filed any initial financing statements, amendments thereto or continuation statements if filed prior to the date of this Agreement. Debtor hereby irrevocably constitutes and appoints Lender and any officer or agent of Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Debtor's own name to execute in Debtor's name any such documents and to otherwise carry out the purposes of this Section 4, to the extent that Debtor's authorization above is not sufficient. To the extent permitted by law, Debtor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past or caused to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable, but shall terminate as provided in Section 10 herein.

5. Events of Default. Debtor shall be in default under this Security Agreement upon the occurrence of an Event of Default under the Loan Agreement.

6. Remedies Upon Default. Upon the occurrence of an Event of Default and the acceleration of Debtor's obligations, Lender shall have all the rights and remedies of a Secured Party (as defined in the Code) under the Code and all other rights and remedies accorded to Lender in equity or law. Upon the request of Lender, Debtor shall assemble and make the Collateral available to Lender at a place designated by Lender. Any notice of sale or other disposition of the Collateral given not less than ten (10) days prior to such proposed action shall constitute reasonable and fair notice of such action. Debtor shall be liable for any deficiency in accordance with the Code. Debtor expressly waives any right to have the Collateral marshaled on any foreclosure, sale or other enforcement hereof. Upon the occurrence of an Event of Default, Debtor shall, on the request of Lender, assemble the Collateral and make it available to Lender at a time and place reasonably convenient to Lender, provided that such place shall be reasonably close to the then-current location of the Collateral.

7. Notices. All notices and communications under this Security Agreement shall be given in accordance with the Loan Agreement.

8. Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Lender and Debtor.

9. APPLICABLE LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES THAT


THE LAWS OF ANOTHER JURISDICTION GOVERN THE PERFECTION AND ENFORCEMENT OF THE SECURITY INTERESTS GRANTED TO SECURED PARTY.

10. Termination. This Security Agreement shall terminate upon the payment in full of Debtor's obligations to Lender and the other Secured Parties as provided in the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

This Security Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

ROYAL BANK OF CANADA,
as Lender

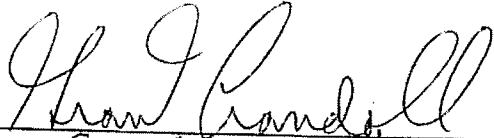
By: 
Name: J. TAYLOR
Title: ATTORNEY IN FACT

Address:

Royal Bank of Canada
Royal Bank Plaza, South Tower
200 Bay Street, 30th Floor
Toronto, Ontario M5J 2J5

[SIGNATURE PAGES CONTINUE]

VLR FOOD CORPORATION,
as Debtor

By: 
Name: Grant Randall
Title: VP Finance

Address:

575 Oster Lane
Concord (Ontario) Canada
L4K 2B9

SCHEDULE A

COLLATERAL

All personal property of Debtor, tangible or intangible, wherever located, whether now owned or hereafter acquired, including without limitation:

All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools.

All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, the right to use Debtor's name, and the following trademark registrations and pending applications for trademark registration in the U.S. Patent and Trademark Office:

<u>MARK</u>	<u>Registration No.</u> <u>(Application Serial No.)</u>	<u>Filing Date</u>
THYME AND TRUFFLES	1,888,706	March 3, 1994
TGF AND DESIGN	(78/958,239)	August 23, 2006
THYME & TRUFFLES DISTINCTIVE FOODS	(77/281,112)	September 17, 2007
CUISINE ADVENTURES	(77/281,130)	September 17, 2007
SUGAR KISSED DESSERTS	(77/281,129)	September 17, 2007
575 OSTER LANE FOODS	(77/281,124)	September 17, 2007
OSTER LANE FOODS	(77/281,118)	September 17, 2007

All inventory of Debtor, whether now owned or hereafter acquired and wherever located, in which Debtor now has or hereafter may acquire any right, title or interest, including, without limitation, all goods and other personal property now or hereafter owned by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, stock-in-trade, work in process or materials used or consumed or to be used or consumed in Debtor's business, or in the processing, packaging or shipping of the same, and all finished goods.

Each and every right of Debtor to the payment of money, including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable, and tax refunds, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor.

All of Debtor's rights, title and interest in and to any fixtures.

Together with all substitutions and replacements for and products of any of the foregoing property and together with all proceeds of the sale, lease or other disposition of any and all of the foregoing property, any and all proceeds of insurance thereon and, in the case of all tangible collateral, together with all accessions and, together with (i) all accessories, attachments, additions, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such collateral, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such collateral.

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