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02-12-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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To the Director of the U. S. Patent &

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Documents or the new address(es) below.

1. Name of conveying party(ies):

WORLD FINER FOODS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/05/2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A.

Internal

Address: _____

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other banking associ

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

71631824

B. Trademark Registration No.(s)

1,338,226 2,113,847 0770,469 1,014,193 1,275,869 1,060,919

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy Brougher

Internal Address: Goldberg Kohn

Street Address: 55 East Monroe Street, Suite 3300

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-863-7198

Fax Number: 312-863-7806

Email Address: nancy.brougher@goldbergekohn.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Nancy Brougher
Signature

02/06/2009
Date

Nancy Brougher

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

2/15/09
RE 2/10/09

Additional Trademark Registration Numbers:

U.S. Reg. No. 0914,155
U.S. Reg. No. 1,696,275
U.S. Reg. No. 1,341,153
U.S. Reg. No. 3111198
U.S. Reg. No. 3106334
U.S. Reg. No. 3147824
U.S. Reg. No. 3180439
U.S. Reg. No. 3000905
U.S. Reg. No. 2653761
U.S. Reg. No. 1524739
U.S. Reg. No. 1465063
U.S. Reg. No. 1406009
U.S. Reg. No. 0986100
U.S. Reg. No. 0875732
U.S. Reg. No. 3091674
U.S. Reg. No. 2263748
U.S. Reg. No. 1912096

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**02/05/2009
 900126412**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLD FINER FOODS, INC.		02/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1338226	DA VINCI
Registration Number:	2113847	DA VINCI
Registration Number:	0770469	DA VINCI
Registration Number:	1014193	EL RIO
Registration Number:	1275869	TY LING
Registration Number:	1060919	TY LING
Registration Number:	0914155	LONDON PUB
Registration Number:	1696275	AUNT PATSY'S PANTRY
Registration Number:	1341153	DOMINIQUE'S
Registration Number:	3111198	EDDIE'S SPAGHETTI
Registration Number:	3106334	EDDIE'S
Registration Number:	3147824	MRS LEEPER'S
Registration Number:	3180439	MRS LEEPER'S SINCE 1927
Registration Number:	3000905	REESE

OP \$615.00 1338226

Registration Number:	2653761	DAVINCI ITALIAN ORGANICS IMPORTED FROM ITALY
Registration Number:	1524739	EL RIO HONEY-CINS
Registration Number:	1465063	SALAD NUGGETS
Registration Number:	1406009	MAITRE JACQUES
Registration Number:	0986100	CAFIX
Registration Number:	0875732	CHEESONING
Registration Number:	3091674	QUICK LOAF
Registration Number:	2263748	WELLINGTON
Registration Number:	1912096	CANDONI
Serial Number:	71631824	REESE

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergekohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6601.001
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/05/2009

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 5th day of February, 2009, by WORLD FINER FOODS, INC., a Delaware corporation ("Borrower") in favor of BANK OF AMERICA, N.A., with an office at 135 South LaSalle Street, Chicago, Illinois 60603-4105 ("Lender");

WITNESSETH

WHEREAS, Borrower, Internatural Foods, L.L.C. and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

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3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees

that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Lender shall take such actions, at Borrower's request and sole expense, as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in

any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use, maintenance, renewal, registration or prosecution of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

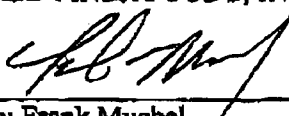
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

WORLD FINER FOODS, INC.

By 
Name: Frank Muchel
Title: President and Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.

By Donald K. Clancy
Title Senior Vice President

Signature Page to Trademark Security Agreement

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION OR FILING DATE</u>
REESE	U.S. Reg. No. 631,248	Registered on September 27, 1955
DA VINCI	U.S. Reg. No. 1,338,226	Registered on May 28, 1985
DA VINCI	U.S. Reg. No. 2,113,847	Registered on November 18, 1997
DA VINCI	U.S. Reg. No. 770,469	Registered on May 28, 1964
EL RIO	U.S. Reg. No. 1,014,193	Registered on June 24, 1975
TY LING	U.S. Reg. No. 1,275,869	Registered on May 1, 1984
TY LING	U.S. Reg. No. 1,060,919	Registered on March 8, 1977
LONDON PUB	U.S. Reg. No. 914,155	Registered on June 8, 1971
AUNT PATSY'S PANTRY	U.S. Reg. No. 1,696,275	Registered on June 23, 1992
DOMINQUES	U.S. Reg. No. 1,341,153	Registered on June 11, 1985
EDDIE'S SPAGHETTI and Design	U.S. Reg. No. 3111198	Registered on July 4, 2006
EDDIE'S	U.S. Reg. No. 3106334	Registered on June 20, 2006
MRS LEEPER'S	U.S. Reg. No. 3147824	Registered on September 26, 2006
MRS LEEPER'S SINCE 1927 and Design	U.S. Reg. No. 3180439	Registered on December 5, 2006
REESE	U.S. Reg. No. 3000905	Registered on September 27, 2005
DAVINCI ITALIAN ORGANICS IMPORTED FROM ITALY	U.S. Reg. No. 2653761	Registered on November 26, 2002
EL RIO HONEY-CINS	U.S. Reg. No. 1524739	Registered on 02/14/89
SALAD NUGGETS	U.S. Reg. No. 1465063	Registered on November 10, 1987
MAITRE JACQUES	U.S. Reg. No. 1406009	Registered on August 19, 1986
CAFIX	U.S. Reg. No. 0986100	Registered on June 11, 1974
CHEESONING	U.S. Reg. No. 0875732	Registered on August 26, 1969
QUICK LOAF	U.S. Reg. No. 3091674	Registered on May 9, 2006
WELLINGTON	U.S. Reg. No. 2263748	Registered on July 20 1999
CANDONI	U.S. Reg. No. 1912096	Registered on August 15, 1985