

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                         |
|----------------------------------|--|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                         |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                         |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>      |
| JR Kinder's Enterprises, Inc.    |  | 02/12/2009            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | CAPSOURCE 2000 FUND, L.P.  |                       |                         |
| <b>Composed Of:</b>              | COMPOSED OF its general partner, CapSource 2000 Partners, L.P. a Mississippi LP, its general partner, CapSource Managers, Inc. a Mississippi Corporation |                       |                         |
| <b>Street Address:</b>           | 499 Keyword Circle, Ste. B   |                       |                         |
| <b>City:</b>                     | Flowood  |                       |                         |
| <b>State/Country:</b>            | MISSISSIPPI  |                       |                         |
| <b>Postal Code:</b>              | 39232  |                       |                         |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: MISSISSIPPI   |                       |                         |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| <b>Serial Number:</b>            | 78214169   | KINDER'S              |                         |
| <b>Serial Number:</b>            | 78214164   | KINDER'S              |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (214)756-8113  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>   |                       |                         |
| <b>Phone:</b>                    | 214 740 8113   |                       |                         |
| <b>Email:</b>                    | sthall@lockelord.com   |                       |                         |
| <b>Correspondent Name:</b>       | Brad Hogan   |                       |                         |
| <b>Address Line 1:</b>           | Locke Lord Bissell & Liddell LLP   |                       |                         |
| <b>Address Line 2:</b>           | 2200 Ross Ave., Ste. 2200  |                       |                         |
| <b>Address Line 4:</b>           | Dallas, TEXAS 75201  |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 0515725.00035  |                       |                         |
| <b>NAME OF SUBMITTER:</b>        | Stephanie L Hall   |                       |                         |

CH \$65.00 78214169

|   |                    |
|---|--------------------|
| Signature:  | /Stephanie L Hall/ |
| Date:   | 02/26/2009         |
| <b>Total Attachments: 4</b><br>source=JR Kinder Security Interest#page1.tif<br>source=JR Kinder Security Interest#page2.tif<br>source=JR Kinder Security Interest#page3.tif<br>source=JR Kinder Security Interest#page4.tif |                    |

## NOTICE OF SECURITY AGREEMENT

NOTICE dated as of February 12, 2009, of certain security interests in certain intellectual property as set forth in a Security Agreement made by JR Kinder's Enterprises, Inc., a California corporation, having an address at 2950 Buskirk Avenue, Ste. 300, Walnut Creek, CA 94597 ("Debtor"), to and in favor of CAPSOURCE 2000 FUND, L.P., whose address is 499 Keywood Circle, Suite B, Flowood, MS 39232 ("CapSource"), pursuant to an Investment Agreement dated as of February 12, 2009, between Debtor and Secured Parties (as may be amended or modified from time to time, the "Investment Agreement"). Such Security Agreement, as may be amended or modified from time to time, is referred to as the "Security Agreement," and CapSource, together with their successors and assigns, are collectively referred to as "Secured Parties."

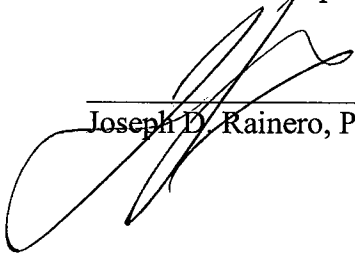
WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules A hereto; and

WHEREAS, Secured Parties have agreed to make certain loans to Debtor pursuant to the Investment Agreement on the condition that the Debtor pledge and grant to Secured Parties as collateral for Liabilities (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral" (as defined in the Security Agreement), including but not limited to the Listed Intellectual Property Collateral, together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liabilities, Debtor hereby pledges, grants and collaterally assigns to Secured Parties a security interest and lien in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such security interest and the existence of the Security Agreement providing therefor.

Executed as of the date first set forth above.

JR Kinder's Enterprises, Inc.



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Joseph D. Rainero, President

ACKNOWLEDGEMENT

STATE OF CALIFORNIA \_\_\_\_\_ )

COUNTY OF Contra Costa )

On 2/12/, 2009, before me Joanna Marie, Notary Public, personally appeared

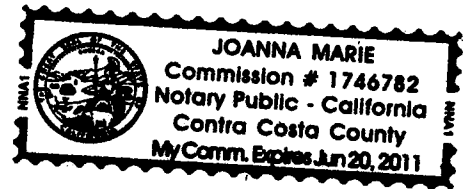
Joseph Rainier

who proved to me on the basis of satisfactory evidence to be the person(s) who names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official sea.

Signature Joanna Marie Notary Public (Seal)



Description of Document: Notice of Security Agreement

Date of Document: 2/12/09

STATE OF California  
COUNTY OF Contra Costa

Personally appeared before me, the undersigned authority, in and for the aforesaid jurisdiction, Contra Costa County, who, on this \_\_\_ day of February, 2009, being first by me duly sworn, deposes and says that he is the President of JR Kinder's Enterprises, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.

*Joanna Marie, Notary Public*  
Notary Public

My commission expires:

2/12/09



(Seal)

SCHEDULE A  
to Notice of Security Agreement  
TRADEMARK COLLATERAL

| TRADEMARK DESCRIPTION  | COUNTRY | SERIAL NO. | REG. NO. | STATUS       |
|--|---------|------------|----------|--------------|
| Kinder's   | U.S.    | 78-214169  | 2808724  | Registered   |
| Kinder's   | U.S.    | 78-214164  | 2877154  | Registered   |
| PK Kinder's  | U.S.    | n/a        | n/a      | Unregistered |
| Kinder's Custom Meats  | U.S.    | n/a        | n/a      | Unregistered |
| Kinder's Meats & Deli  | U.S.    | n/a        | n/a      | Unregistered |
| Kinder's trade logo  | U.S.    | n/a        | n/a      | Unregistered |
| Kinder's trade dress   | U.S.    | n/a        | n/a      | Unregistered |
| All trademarks, logos, service marks or other commercial symbols including the word, Kinder. | U.S.    | n/a        | n/a      | Unregistered |

- 1) Security Interest granted by JR Kinder's Enterprises, Inc. to Kinder Family Partnership to cover the following collateral: The tradenames and trade marks: Kinder's; PK Kinder's; Kinder's Custom Meats; Kinder's Meats & Deli; Kinder's Trademark and Servicemark (and all variations thereof); Kinder's trade logo; Kinder's trade dress; All trademarks, logos, service marks or other commercial symbols that include the word "Kinder" (CA UCC Financing Statement No. 08-7146868593, filed February 8, 2008).
- 2) Security Interest granted by JR Kinder's Enterprises, Inc. and JBJ Holding, Inc. to cover the following collateral: The tradenames and trade marks; "Kinders" "Kinders Custom Meats" and all derivatives, registrations and trade dress and all goodwill associated therewith. All outstanding shares of KCM Franchise Corp. (CA UCC Financing Statement No. 08-7146870910, filed February 8, 2008).

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RECORDED: 02/26/2009

TRADEMARK  
REEL: 003942 FRAME: 0680