

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - SECOND PRIORITY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pennant Foods Company, LLC		06/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust Company		
Street Address:	1100 North Market Street		
Internal Address:	Rodney Square North		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890-1615		
Entity Type:	Banking Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2424917	FRESH ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-251-5194		
Email:	jmull@stblaw.com		
Correspondent Name:	Keren Siman-Tov		
Address Line 1:	2550 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1208		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

OP \$40.00 2424917

Date:

07/01/2009

Total Attachments: 5

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GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 5, 2009 is made by PENNANT FOODS COMPANY, LLC, a Delaware limited liability company located at 145 South State College Boulevard, Suite 200, Brea, California 92821 ("Obligor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation located at 1100 North Market Street, Rodney Square North, Wilmington, DE 19890-1615, as Collateral Agent (together with its successors and assigns, in such capacity, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of September 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FSB GLOBAL HOLDINGS, INC., a Delaware corporation ("Holdings"), FSB HOLDINGS, INC., a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower, the Lenders, and JPMORGAN CHASE BANK, N.A. as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain other affiliated entities (including the Obligor) have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of September 29, 2006, in favor of the Collateral Agent for its benefit and the ratable benefit of the other Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, pursuant to the foregoing, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Collateral Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower pursuant to the Credit Agreement, the Obligor hereby agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby grants a security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Collateral Agent, for its benefit and the ratable benefit of the other Secured Parties, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers thereunto duly authorized as of the day
and year first above written.

PENNANT FOODS COMPANY, LLC
as Obligor

By: 
Name: _____
Title: President

James L. Clough

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

WILMINGTON TRUST COMPANY
as Collateral Agent

By: 

Name: James A. Hanley
Title: Vice President

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 004015 FRAME: 0079

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>
FRESH ADVANTAGE	2,424,917	75/830,877