

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS - FIRST 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:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	19th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	National Banking Association: UNITED STATES		
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:	650-251-5149		
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 FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 15, 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 JPMORGAN CHASE BANK, N.A., a national banking association located at 10 South Dearborn, 19th Floor, Chicago, IL 60603-2003, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the First 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"), the Lenders, the Administrative Agent, CITIBANK, N.A. as Syndication Agent, and SUNTRUST BANK and SOVEREIGN BANK as Co-Documentation Agents.

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 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 First Lien Guarantee and Collateral Agreement, dated as of September 29, 2006, in favor of the Administrative Agent for the ratable benefit of the 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 Administrative 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 Administrative 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 ratable 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 Administrative Agent, for the ratable benefit of the 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.

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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 McLaughlin

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

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: Antje B. Focke
Name: ANTJE B. FOCKE
Title: VICE PRESIDENT

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

TRADEMARK
REEL: 004015 FRAME: 0831

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