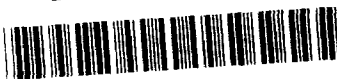


07-29-2009



Form PTO-1594 (Rev. 06/04)
OMB Collection 0951-0027 (exp. 6/30/2005)

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

103569004
TRADEMARKS ONLY

7/27/09

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;">New Oxford Foods, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other: <u>LLC</u> Citizenship (see guidelines) _____ Execution Date(s) <u>June 30, 2009</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Wachovia Bank, National Association</u> Internal Address: _____ Street Address: <u>1133 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10036</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <input type="checkbox"/> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>	
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>			
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached Schedule I B. Trademark Registration No.(s) See Attached Schedule I Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</p>			
<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u> Internal Address: <u>UCC Direct Services</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwers.com</u></p>		<p>6. Total number of applications and registrations involved: <input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1</p> <p>7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ <u>140 =</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment information:</p> <p>a. Credit Card Last 4 Numbers <u>5683</u> Expiration Date <u>11/09</u></p> <p>b. Deposit Account Number _____ Authorized User Name: _____</p>	
<p>9. Signature: <u>Kareem Ansley</u> Signature</p> <p style="text-align: center;">Date <u>7/1/09</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document. <input checked="" type="checkbox"/> 5</p>			

fee pd.

CP \$140.00 77686665

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner
ROUND HILL	United States of America	77/686,565 09-Mar-2009		Published	New Oxford Foods, LLC
Round Hill logo	United States of America	77/686,573 09-Mar-2009		Pending	New Oxford Foods, LLC
WAMPLER FOODS logo	United States of America	75/053,557 05-Feb-1996	2,152,852 21-April-1998	Registered	New Oxford Foods, LLC
WAMPLER LONGACRE	United States of America	73/686,548 28-Sep-1987	1,487,014 09-Feb-1988	Registered	New Oxford Foods, LLC
WAMPLER LONGACRE logo	United States of America	73/686,609 21-Sep-1987	1,511,929 08-Nov-1988	Registered	New Oxford Foods, LLC

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**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that NEW OXFORD FOODS, LLC, a Delaware limited liability company ("Debtor"), having an office at 304 South Water Street, New Oxford, Pennsylvania 17350, hereby appoints and constitutes, WACHOVIA BANK, NATIONAL ASSOCIATION, as agent ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement (as defined below)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

June __, 2009

NEW OXFORD FOODS, LLC

By: _____
Name: _____
Title: _____

[Special Power of Attorney (Trademarks) - New Oxford]

STATE OF _____)
)
COUNTY OF _____)

ss.

On this ____ day of June, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEW OXFORD FOODS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

[Special Power of Attorney (Trademarks) - New Oxford]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of June 30, 2009, is by NEW OXFORD FOODS, LLC, a Delaware limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the Loan Agreement shall control over this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trademark rights and trademark applications, including those referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all reissues, continuations, continuations-in-part or extensions of the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill of the business conducted with the use of the foregoing (including any goodwill associated with any trademark, trademark right or trademark application); and

(g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Loan Documents.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed

counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Trademark Security Agreement as of the day and year first above written.

NEW OXFORD FOODS, LLC

By: Jay Lieberman
Name: Jay Lieberman
Title: Chief operating officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF Suffolk)

ss.

On this 30th day of June, 2009 before me personally appeared Jay Lieberman, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEW OXFORD FOODS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Christine Kummer
Notary Public

{seal}

CHRISTINE KUMMER
Notary Public, State of New York
No. 01KJG197600
Qualified in Suffolk County
Commission Expires December 1, 2012

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement - New Oxford]

WACHOVIA BANK, NATIONAL ASSOCIATION, ^{BS}

Agent

By:

Name:


RICHARD K SCHOLTZ

Title:

DIRECTOR

[Signature Page to Trademark Security Agreement - New Oxford]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

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