

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Cuisine, LLC		12/14/2009	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	ConAgra Foods, Inc.		
Street Address:	One ConAgra Drive		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2780525	GOLDEN CUISINE	
CORRESPONDENCE DATA			
Fax Number:	(402)964-5050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-964-5000		
	chris.bikus@huschblackwell.com,		
	jsteinkamp@blackwellsanders.com,		
Email:	rachel.sloma@huschblackwell.com,		
	adelay@blackwellsanders.com		
Correspondent Name:	Christopher M. Bikus		
Address Line 1:	1620 Dodge Street		
Address Line 2:	Suite 2100		
Address Line 4:	Omaha, NEBRASKA 68102		
ATTORNEY DOCKET NUMBER:	500627.1		
NAME OF SUBMITTER:	Arkadia DeLay		

OP \$40.00 2780525

Signature:	/Arkadia DeLay/
Date:	12/21/2009
Total Attachments: 6 source=Security#page1.tif source=Security#page2.tif source=Security#page3.tif source=Security#page4.tif source=Security#page5.tif source=Security#page6.tif	

Security Agreement

This Security Agreement ("Security Agreement") is made between Golden Cuisine, LLC, a Georgia limited liability corporation ("GC") and ConAgra Foods, Inc., a Delaware corporation, and its subsidiaries (collectively hereinafter referred to as "ConAgra").

WHEREAS, GC has adopted, used, and is using the trademark GOLDEN CUISINE, which is registered in the United States Patent and Trademark Office (Reg. No. 2,780,525, hereinafter referred to as the "Trademark");

WHEREAS, GC is obligated to ConAgra and has entered into a Settlement Agreement with ConAgra, dated December 14, 2009 (referred to herein as the "Agreement");

WHEREAS, ConAgra has agreed to transfer title in and to the Trademark to GC on the condition that GC make all required Monthly Payments to ConAgra, as defined in the Agreement, and satisfy other obligations owed to ConAgra as set out in the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GC does hereby assign unto ConAgra and grant to ConAgra a security interest in, and mortgage on, all right, title, and interest of GC in and to the Trademark, and the registration therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademark, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance, and observance of GC's obligations.

In the event that ConAgra sends GC a Default Notice (as defined in the Agreement), all rights, title and interest in and to the Trademark, including all goodwill associated therewith, shall automatically transfer to ConAgra, and GC shall immediately cease any and all use of the Trademark and shall execute any necessary documentation to transfer title in and to the Trademark, and any registrations and applications therefor and all goodwill associated therewith, to ConAgra.

GC does hereby further acknowledge and affirm that additional rights and remedies of ConAgra with respect to the assignment of and security interest in the Collateral made and granted hereby may also be set forth in the Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, GC has caused this Security Agreement to be duly executed by its officer thereto duly authorized effective as of the 14th day of December, 2009.

Golden Cuisine, LLC

By: TRB

Name: Thomas S. Smith

Title: Owner

EXECUTION VERSION

STATE OF GEORGIA)
) SS
COUNTY OF JACKSON)

On this 14th day of December, 2009, before me personally appeared the above-named Thomas Southworth, to me known, who being by me duly sworn according to law, on his oath stated that He is the Owner of Lender, and acknowledged that He signed, sealed, and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.

C Cheryl Duncan

Notary Public

My Commission Expires:

June 26 2011



EXECUTION VERSION

AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST

This Agreement and Acknowledgement of Security Interest is made by **Georgia Trust Bank**, a Georgia Corporation, having an address at 2725 Mall of Georgia Blvd, Buford, GA 30519 ("Lender").

WHEREAS, Lender has agreed to finance Golden Cuisine LLC's ("GC") purchase of the trademark GOLDEN CUISINE, which is registered in the United States Patent and Trademark Office (Reg. No. 2,780,525, hereinafter referred to as the "Trademark"), from ConAgra Foods, Inc. ("ConAgra");

WHEREAS, GC and ConAgra have entered into a settlement agreement dated December 1, 2009 ("Settlement Agreement") regarding the terms of the purchase of the Trademark, which provides for certain obligations of GC to ConAgra, including an obligation to make monthly payments to ConAgra to purchase the Trademark;

WHEREAS, Pursuant to the Settlement Agreement, ConAgra has assigned the Trademark to GC and has maintained a security interest in and to the Trademark, a copy of the Security Agreement being attached hereto as Exhibit A;

NOW THEREFORE, Lender does hereby agree and acknowledge that ConAgra maintains a security interest, pursuant to the Security Agreement, in and to the Trademark.

Lender further acknowledges that, should GC default on its monthly payments to ConAgra, as defined by the Settlement Agreement, all rights, title and interest in and to the Trademark, including all goodwill associated therewith, will automatically transfer back to ConAgra pursuant to the terms of the Settlement Agreement.

IN WITNESS WHEREOF, Lender has caused this Agreement and Acknowledgement of Security Interest to be duly executed by its officer thereto duly authorized effective as of the 14th day of December, 2009.

Georgia Trust Bank

By: Rebecca Munteanu

Name: REBECCA Munteanu

Title: EVP

EXECUTION VERSION

STATE OF ~~NEBRASKA~~ ^{Georgia})
 COUNTY OF ~~DOUGLAS~~ ^{Hall}) SS

On this 16th day of December, 2009, before me personally appeared the above-named Rebecca Munteanu to me known, who being by me duly sworn according to law, on ~~his~~ ^{her} oath stated that ~~she~~ ^{she} is the EVP of Lender, and acknowledged that ~~she~~ signed, sealed, and delivered the foregoing instrument as the free and voluntary act and deed of said corporation

Jennifer Randolph
 Notary Public

My Commission Expires:
3.16.10

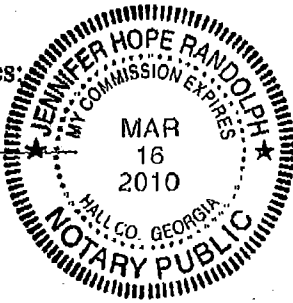


EXHIBIT A

Security Agreement

This Security Agreement ("Security Agreement") is made between Golden Cuisine, LLC, a Georgia limited liability corporation ("GC") and ConAgra Foods, Inc., a Delaware corporation, and its subsidiaries (collectively hereinafter referred to as "ConAgra").

WHEREAS, GC has adopted, used, and is using the trademark GOLDEN CUISINE, which is registered in the United States Patent and Trademark Office (Reg No. 2,780,525, hereinafter referred to as the "Trademark");

WHEREAS, GC is obligated to ConAgra and has entered into a Settlement Agreement with ConAgra, dated December 11, 2009 (referred to herein as the "Agreement");

WHEREAS, ConAgra has agreed to transfer title in and to the Trademark to GC on the condition that GC make all required Monthly Payments to ConAgra, as defined in the Agreement, and satisfy other obligations owed to ConAgra as set out in the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GC does hereby assign unto ConAgra and grant to ConAgra a security interest in, and mortgage on, all right, title, and interest of GC in and to the Trademark, and the registration therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademark, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (the "Collateral"), to secure the prompt payment, performance, and observance of GC's obligations.

In the event that ConAgra sends GC a Default Notice (as defined in the Agreement), all rights, title and interest in and to the Trademark, including all goodwill associated therewith, shall automatically transfer to ConAgra, and GC shall immediately cease any and all use of the Trademark and shall execute any necessary documentation to transfer title in and to the Trademark, and any registrations and applications therefor and all goodwill associated therewith, to ConAgra

GC does hereby further acknowledge and affirm that additional rights and remedies of ConAgra with respect to the assignment of and security interest in the ~~Collateral~~^{trademark} made and granted hereby may also be set forth in the Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[signature page follows]