

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	After-Acquired Trademark Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Foods Group LLC		12/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Liability Company organised under the laws of England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3588809	COUNTRY KITCHEN	
Registration Number:	3428065	EVERY BAGEL SHOULD BE THIS GOOD	
Registration Number:	3330492	GRABWICH	
Registration Number:	3373695	GREAT TASTE IN EVERY BITE	
Registration Number:	3460937	HAWAIIAN STYLE BOWLS	
Registration Number:	3416414	HAWAIIAN STYLE BOWLS	
Registration Number:	3492504	HUNGRY-MAN	
Registration Number:	3266184	MAGIC MINIS	
Registration Number:	3543034	WIEJSKE WYROBY	
Serial Number:	77740420	LITTLE LENDER'S	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		

OP \$265.00 3588809

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	039269-0128
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	01/22/2010

Total Attachments: 6

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AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of December 23, 2009 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental Trademark Security Agreement"), is made by the signatory hereto (the "Grantor") in favor of **BARCLAYS BANK PLC**, as administrative agent (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, **PINNACLE FOODS FINANCE LLC** (the "Borrower"), has entered into a Credit Agreement, dated as of April 2, 2007 (as amended by that certain First Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of December 4, 2009, and as further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, PEAK FINANCE HOLDINGS LLC, the Lenders party thereto from time to time, the Collateral Agent and the other Agents named therein;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Intellectual Property Security Agreement, dated as of April 2, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement");

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this First Supplemental Trademark Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded against certain United States Trademark Applications and Registrations at Reel/Frame No. 3514/0225 and Reel/Frame No. 3514/0320;

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

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Intellectual Property Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, or to the

following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or group of countries or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby;

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

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

(e) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, (B) a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity) or (C) the forfeiture of the Grantor’s rights in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; *provided however* that the Collateral shall include such license (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license that does not result in any of the consequences specified in (A) or (B) above; *provided further* that the exclusions referred to in this clause shall not include any Proceeds of any such license.

SECTION 3. INTELLECTUAL PROPERTY SECURITY AGREEMENT. The security interests granted pursuant to this First Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Intellectual Property Security Agreement. The

Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Intellectual Property Security 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 First Supplemental Trademark Security Agreement is deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall control.

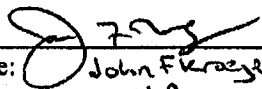
SECTION 4. APPLICABLE LAW. This First Supplemental Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This First Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this First Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

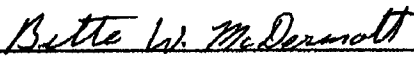
PINNACLE FOODS GROUP LLC

By: 
Name: John F. Kraeger
Title: V.P.

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss.
COUNTY OF Morris)

On this ___ day of December __, 2009 before me personally appeared John F. Kraeger proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

BETTE W. McDERMOTT
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/29/2012

[SIGNATURES CONTINUED ON NEXT PAGE]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent and Collateral Agent

By: *Diane Rolfe*
Name: **DIANE ROLFE**
Title: **DIRECTOR**

NY1602539

TRADEMARK
REEL: 004136 FRAME: 0105

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Pinnacle Foods Group LLC

Trademark	Database	Application No. Application Date	Registration No. Registration Date	Status
COUNTRY KITCHEN	U.S. Federal	77465771 05-MAY-2008	3588809 10-MAR-2009	REGISTERED
EVERY BAGEL SHOULD BE THIS GOOD	U.S. Federal	78503795 21-OCT-2004	3428065 13-MAY-2008	REGISTERED
GRABWICH	U.S. Federal	78348254 06-JAN-2004	3330492 06-NOV-2007	REGISTERED
GREAT TASTE IN EVERY BITE	U.S. Federal	77116971 27-FEB-2007	3373695 22-JAN-2008	REGISTERED
HAWAIIAN STYLE BOWLS	U.S. Federal	77268911 30-AUG-2007	3460937 08-JUL-2008	REGISTERED
HAWAIIAN STYLE BOWLS	U.S. Federal	77268904 30-AUG-2007	3416414 22-APR-2008	REGISTERED Supplemental Register
HUNGRY-MAN	U.S. Federal	77394837 12-FEB-2008	3492504 26-AUG-2008	REGISTERED
MAGIC MINIS	U.S. Federal	78706158 02-SEP-2005	3266184 17-JUL-2007	REGISTERED
WIEJSKE WYROBY	U.S. Federal	77438201 02-APR-2008	3543034 09-DEC-2008	REGISTERED
LITTLE LENDER'S	U.S. Federal	77740420 19-MAY-2009		PENDING