

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
WILLIAMS FOOD, INC.		02/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1020 NE Loop 410, Suite 100W
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78209
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2066497	AMERICA'S #1 SPICE VALUE
Registration Number:	3628721	
Registration Number:	2156820	BLUE TICK DRESSING
Registration Number:	3242832	BRING ON THE FLAVOR
Registration Number:	1849999	CAROLINA SWAMP STUFF
Registration Number:	1863857	DUCK PUDDLE FARM
Registration Number:	3052118	JEL EASE
Registration Number:	1661274	MAGNIFLAVOR
Registration Number:	2812338	ORIENTAL CLASSICS AUTHENTIC ORIENTAL MEAL
Registration Number:	2242205	SEASON 'N BAKE
Registration Number:	3085511	SEASON 'N BAKE
Registration Number:	1939889	SPICE RACK
Registration Number:	1838448	SUN BIRD
Registration Number:	2121797	SUN BIRD

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Registration Number:	1124991	SUN-BIRD
Registration Number:	1977299	SWAMP SAUCE
Registration Number:	3016118	THE BOLD TASTE EXPERTS
Registration Number:	3094195	TRADICIONES
Registration Number:	2962840	W
Registration Number:	3018992	WILLIAMS
Registration Number:	1504172	WILLIAMS
Registration Number:	3008875	WILLIAMS COUNTRY STORE
Registration Number:	2237163	WAGNER GOURMET FOODS
Registration Number:	2241077	WAGNER GOURMET FOODS SINCE 1847
Registration Number:	3213340	WAGNER'S SINCE 1847 EXPERIENCE THE TASTE
Registration Number:	1905767	WAGNER'S
Registration Number:	2140193	WAGNER'S
Serial Number:	78937598	ASIAN SKILLET CLASSICS
Serial Number:	77416108	

CORRESPONDENCE DATA

Fax Number: (713)238-7343
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713/220-4200
Email: pat-tmk@andrewskurth.com
Correspondent Name: CALLIE PARKER, ESQ. / ANDREWS KURTH LLP
Address Line 1: 600 Travis, Suite 4200
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	178051
NAME OF SUBMITTER:	Theresa Evenbly
Signature:	/event-parker/
Date:	02/23/2010

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, WILLIAMS FOODS, INC., a Delaware corporation (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to a Fifth Amended and Restated Credit Agreement dated as of February 29, 2008, (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among C.H. Guenther & Son, Incorporated, a Texas corporation (the “Borrower”), the Guarantors party thereto (the “Guarantors”), the Lenders party thereto (the “Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent and J.P. Morgan Europe Limited, as Alternative Currency Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Borrower (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Amended and Restated Security and Pledge Agreement dated as of February 29, 2008 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Guarantors and JPMorgan Chase Bank, N.A., as collateral agent for each of the Secured Parties (as defined in the Security Agreement) (in such capacity, the “Administrative Agent”), Grantor has agreed to grant in favor of the Administrative Agent a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations (as defined in the Security Agreement), 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 and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof, and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that (A) such grant is prohibited by reason of (i) an applicable law or regulation to which Grantor or such asset or property is subject or (ii) an existing and enforceable negative pledge or anti-assignment provision (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law or principles of equity), (B) the creation of a security interest therein could constitute a breach of the terms of any document affecting such asset or property or would cause a default or event of default under the terms of such document, or would permit any party to such document to terminate any right arising thereunder or to exercise any put, call, right of first refusal, preferential right to purchase, purchase option or other similar right, in each case that would permit any party thereto to terminate such document (except to the extent any such term would be rendered in effective pursuant to the Uniform Commercial Code or any other applicable law or principals of equity), (C) such asset or property is now or hereafter subject to a security interest securing purchase money debt or capital leases to the extent that (i) such Lien and purchase money debt or capital lease are permitted under the Credit Agreement, and (ii) the documents evidencing such purchase money debt or capital lease prohibits the granting of a Lien in the property securing such purchase money debt or capital lease (except to the extent any such term would be rendered in effective pursuant to the Uniform Commercial Code or any other applicable law or principals of equity) such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that with respect to (A), (B) and (C) above, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Patent Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the 19th day of February, 2010.

WILLIAMS FOODS, INC.,
a Delaware corporation

By: Janelle M. Sykes
Janelle M. Sykes
Senior Vice President, Chief Financial
Officer and Treasurer

Signature Page to Grant of Trademark Security Interest

TRADEMARK
REEL: 004154 FRAME: 0494

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
United States	AMERICA'S #1 SPICE VALUE	2,066,497	03JE1997		
United States	WILLIE THE CHILI DESIGN	3,628,721	07MR2008		
United States	BLUE TICK DRESSING	2,156,820	12MY1998		
United States	BRING ON THE FLAVOR	3,242,832	15MY2007		
United States	CAROLINA SWAMP STUFF	1,849,999	16AU1994		
United States	DUCK PUDDLE FARM	1,863,857	22NO1994		
United States	JEL EASE	3,052,118	31JA2006		
United States	MAGNIFLAVOR	1,661,274	15OC1991		
United States	ORIENTAL CLASSICS & DESIGN	2,812,338	10FE2004		
United States	SEASON 'N BAKE	2,242,205	27AP1999		
United States	SEASON 'N BAKE	3,085,511	25AP2006		
United States	SPICE RACK	1,939,889	05DE1995		
United States	SUN-BIRD & DESIGN	1,838,448	31MY1994		
United States	SUN-BIRD (Stylized)	2,121,797	16DE1997		
United States	SUN-BIRD	1,124,991	11SE1979		
United States	SWAMP SAUCE	1,977,299	28MY1996		
United States	THE BOLD TASTE EXPERTS	3,016,118	15NO2005		
United States	TRADICIONES & DESIGN	3,094,195	16MY2006		
United States	W & DESIGN	2,962,840	21JE2005		
United States	WILLIAMS	3,018,992	29NO2005		
United States	WILLIAMS (Stylized)	1,504,172	13SE1988		

Country	Trademark	Registration No.	Registration Date	Application No.	Application Date
United States	WILLIAMS COUNTRY STORE	3,008,875	25OC2005		
United States	WAGNER GOURMET FOODS	2,237,163	06AP1999		
United States	WAGNER GOURMET FOODS SINCE 1847 & DESIGN	2,241,077	20AP1999		
United States	WAGNER'S SINCE 1847 EXPERIENCE THE TASTE & DESIGN	3,213,340	27FE2007		
United States	WAGNER'S	1,905,767	18JL1995		
United States	WAGNER'S	2,140,193	03MR1998		
United States	ASIAN SKILLET CLASSICS*			78/937,598	26JL2006
United States	WILLIE THE CHILI DESIGN*			77/416,108	07MR2008

* Trademark application filed and pending registration