

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Assignment of Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gordon Brothers Group, LLC		02/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Universal Holdings I, LLC
Street Address:	1401 Ocean Avenue, Suite 305
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2717160	FOXES
Registration Number:	2370639	INTENSEMINTS
Registration Number:	2353548	PHARMARIGHT
Registration Number:	2304353	
Registration Number:	2430636	DAILY-C
Registration Number:	2260023	FRUITRIENTS
Registration Number:	2339159	NATURTHIN
Registration Number:	1950350	
Registration Number:	1949738	ALL-HERBAL
Registration Number:	1410815	
Registration Number:	1192612	SEN-SEN
Registration Number:	0425169	SB
Registration Number:	0421962	JUICELETS
Registration Number:	0247418	

OP \$590.00 2717160

Registration Number:	0247091	SEN-SEN
Registration Number:	0084536	SEN-SEN
Registration Number:	0050947	SMITH BROTHERS
Registration Number:	2934545	SMITH BROS.
Registration Number:	2693606	SMOKERSGUARD
Registration Number:	2502294	HAPPY HEALTH CANDIES
Registration Number:	3697248	WARM APPLE PIE
Registration Number:	3627640	AIR SECURE
Serial Number:	77194655	AIR SECURITY

CORRESPONDENCE DATA

Fax Number: (212)586-5095
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-381-8737
Email: triess@ctswlaw.com
Correspondent Name: Ting Riess
Address Line 1: 420 Lexington Avenue, Suite 2400
Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER:	Y. Ting Riess
Signature:	/s/ Y. Ting Riess
Date:	02/24/2010

Total Attachments: 8
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SECOND AMENDMENT AND ASSIGNMENT OF COPYRIGHT, PATENT, TRADEMARK
AND LICENSE SECURITY AGREEMENT

This Second Amendment and Assignment of Copyright, Patent, Trademark and License Security Agreement dated as of February ~~24~~, 2010 (this "Amendment"), is made by and among Gordon Brothers Group, LLC ("GBG"), Universal Holdings I, LLC, a Delaware limited liability company ("New Lender"), and F & F Foods, Inc., an Illinois corporation ("Borrower") by and through John Wheeler, not individually but solely in his trust capacity as assignee for the benefit of creditors of F & F Foods, Inc. ("Assignee").

RECITALS

WHEREAS, Borrower and GBG are parties to that certain Amendment and Assignment of Agreement (Trademark) dated as of March 18, 2009 and recorded on March 18, 2009 in Reel 003955, Frame 0157, which amends that certain Copyright, Patent, Trademark and License Security Agreement dated as of July 11, 2002 between Borrower and GBG (as successor Lender to Cole Taylor Bank ("CTB")) and recorded (i) on July 19, 2002 in Reel 2588, Frame 0173, (ii) on March 16, 2009 in Reel 3952, Frame 0553 and (iii) on March 18, 2009 in Reel 003954, Frame 0556 (as the same may be amended, restated or modified from time to time, the "Trademark Agreement");

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to GBG a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademarks, including those trademarks referred to in Attachment 1 hereto, and the Copyrights, including those copyrights referred to in Attachment 2 hereto;

WHEREAS, pursuant to that certain Assignment Agreement dated on or about March 18, 2009 (the "First Assignment"), among Borrower, GBG and CTB, CTB assigned to GBG all of its interests and obligations as a Lender under that certain Loan and Security Agreement dated as of July 11, 2002 (as amended, restated or otherwise modified from time to time, the "Loan Agreement") between CTB and Borrower, and GBG accepted said assignment of all of CTB's interests, and assumed all of CTB's obligations, as a Lender under the Loan Agreement pursuant to the terms of the First Assignment;

WHEREAS, pursuant to that certain Assignment Agreement dated on or about the date hereof (the "Second Assignment") by and among GBG, New Lender and Borrower (by and through Assignee), GBG assigned to New Lender all of its interests and obligations as a Lender under the Loan Agreement, and New Lender accepted said assignment of all of GBG's interests, and assumed all of GBG's obligations, as a Lender under the Loan Agreement pursuant to the terms of the Second Assignment; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the transfer of GBG's interests and obligations as Lender to New Lender and (ii) evidencing in any filing office where the

Trademark Agreement was filed the assignment by GBG to New Lender of all of GBG's interests under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (by and through Assignee), GBG and New Lender hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that New Lender, as the assignee of GBG, shall replace GBG as "Lender" under the Trademark Agreement. All references to "Lender" in the Trademark Agreement shall hereinafter refer to Universal Holdings I, LLC.

3. Second Assignment. In connection with the assignments from GBG to New Lender under the Second Assignment, GBG does hereby assign and transfer all of its interests in, to and under the Trademark Agreement, and all obligations of GBG thereunder, to New Lender. New Lender hereby accepts such assignment and assumes all obligations of GBG under the Trademark Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by New Lender, or by its successors and assigns, against Borrower.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

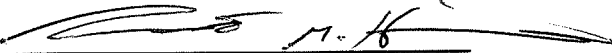
8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

9. Miscellaneous. Any costs and expenses arising under this Amendment shall constitute Liabilities (as defined in the Loan Agreement) and shall be secured by the Collateral (as defined in the Loan Agreement). Notwithstanding anything in the foregoing to the contrary, the Assignee shall have no monetary obligations whatsoever under this Amendment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

GORDON BROTHERS GROUP, LLC

By: 
Name: ROBERT M. HIMMEL
Title: PRINCIPAL & MANAGING DIRECTOR

UNIVERSAL HOLDINGS I, LLC

By: _____
Name: _____
Title: _____

JOHN WHEELER, not individually but solely in his trust capacity as assignee for the benefit of creditors of F & F Foods, Inc.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

GORDON BROTHERS GROUP, LLC

By: _____
Name: _____
Title: _____

UNIVERSAL HOLDINGS I, LLC

By:  _____
Name: RICHARD ELLIS
Title: PRESIDENT

JOHN WHEELER, not individually but solely in his trust capacity as assignee for the benefit of creditors of F & F Foods, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

GORDON BROTHERS GROUP, LLC

By: _____
Name: _____
Title: _____

UNIVERSAL HOLDINGS I, LLC

By: _____
Name: _____
Title: _____

JOHN WHEELER, not individually but solely in his trust capacity as assignee for the benefit of creditors of F & F Foods, Inc.

By: *John C Wheeler*
Name: *John C Wheeler*
Title: *Assignee*

ATTACHMENT 1

U.S. FEDERAL TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date
FOXES	76357749	1/11/02	2717160	5/20/03
INTENSEMINTS	75683390	4/15/99	2370639	7/25/00
PHARMARIGHT	75683008	4/15/99	2353548	5/30/00
<i>Design Only</i>	75650046	3/1/99	2304353	12/28/99
DAILY-C	75472622	4/23/98	2430636	2/27/01
FRUITRIENTS	75448116	3/11/98	2260023	7/6/99
NATURTHIN	75448297	3/11/98	2339159	4/4/00
<i>Design Only</i>	74547114	7/8/94	1950350	1/23/96
ALL-HERBAL	74317848	9/28/92	1949738	1/16/96
<i>Design Only</i>	73580994	2/3/86	1410815	9/23/86
SEN-SEN	73306738	4/20/81	1192612	3/23/82
SB	71496735	2/16/46	0425169	11/5/46
JUICELETS	71487830	8/31/45	0421962	6/25/46
<i>Design Only</i>	71261396	2/8/28	0247418	9/25/98
SEN-SEN	71259667	1/4/28	0247091	9/18/28
SEN-SEN	71055270	3/23/1911	0084536	12/19/1911
SMITH BROTHERS	71005969	5/18/1905	0050947	4/3/1906
SMITH BROS.	76579575	3/8/04	2934545	
SMOKERSGUARD	75508277	6/25/98	2693606	
HAPPY HEALTH CANDIES	75335928	8/5/07	2502294	
WARM APPLE PIE	77414601	3/6/08	3697248	10/13/09
AIR SECURE	77194688	5/31/07	3627640	5/26/09
AIR SECURITY	77194655	5/31/07	N/A*	N/A

*Intent to Use Application

CANADIAN TRADEMARKS

Mark	Filed.	Registration No.	Registration Date
SMITH BROS.	7/9/93	541275	2/16/01

Attachment 2

U.S. FEDERAL COPYRIGHTS

Title	Registration No.
All-herbal packaging design (bag)	661-854
All-herbal packaging design (box)	661-853