

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
World Gourmet Marketing, L.L.C.		04/12/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
World Gourmet Acquisition, LLC		04/12/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	FCC, LLC, a Florida limited liability company doing business as First Capital
Street Address:	3520 NW 58th Street
City:	Oklahoma City
State/Country:	OKLAHOMA
Postal Code:	73112
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77210119	ARE YOU EATING SENSIBLY?
Serial Number:	77584451	CHEATING WITH CHOCOLATE
Serial Number:	76569594	MAMMA'S
Serial Number:	77833325	MINER'S GOLD
Serial Number:	77833362	MINER'S GOLD
Serial Number:	77400064	PITA BITES
Serial Number:	78596051	SENSIBLE PORTIONS
Serial Number:	77833386	SENSIBLE PORTIONS
Serial Number:	77833401	SENSIBLE PORTIONS
Serial Number:	78596044	WORLD GOURMET

CORRESPONDENCE DATA

900160470

**TRADEMARK
 REEL: 004192 FRAME: 0110**

OP \$265.00 77210119

Fax Number: (914)288-0023
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (914) 821-9078
Email: tmdocket@leasonellis.com
Correspondent Name: Maren Perry/ Leason Ellis LLP
Address Line 1: 81 Main Street, Suite 503
Address Line 4: White Plains, NEW YORK 10601

ATTORNEY DOCKET NUMBER:	3503/8481-000
NAME OF SUBMITTER:	Maren C. Perry
Signature:	/mcp/
Date:	04/26/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 12, 2010, is made by and among WORLD GOURMET MARKETING, L.L.C, a New Jersey limited liability company and WORLD GOURMET ACQUISITION, LLC, a Pennsylvania limited liability company (collectively, the "Borrower") and FCC, LLC, a Florida limited liability company doing business as First Capital (the "Lender").

Recitals

April 12, 2010 Borrower and Lender are parties to a Loan and Security Agreement dated time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Guaranty Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A.**

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

TRADEMARK

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(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate of the Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks. If after the date hereof any Affiliate of the Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** Borrower is the owner of each Trademark listed on **Exhibit A** and has good and transferable title to each Trademark listed thereon, free and clear of all liens (except for the lien of the Lender). The Borrower (i) will have, at the time such Borrower acquires any rights in Trademarks hereafter arising, good and transferable title to each such Trademark free and clear of all Liens(except for the lien of the Lender) and (ii) will keep all Trademarks free and clear of all Liens(except for the lien of the Lender).

(d) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks or any interest therein, without Lender's prior written consent.

(e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters Trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 10 business days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney

or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof or, if Borrower notifies Lender that it intends to abandon a Trademark contrary to the provisions of Section 4 below, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (ig) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrower's Use of the Trademarks.** Borrower shall be permitted to (a) control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder; and (b) abandon a Trademark if, in Borrower's reasonable commercial opinion, the Trademark has no or minimal benefit to the Borrower's business, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

WORLD GOURMET MARKETING, L.L.C.

By: 

Name: Jason I. Cohen

Title: President

WORLD GOURMET ACQUISITION, LLC

By: 

Name: Jerry M. Bello, Jr.

Title: President

FCC, LLC, d/b/a FIRST CAPITAL

By: _____

Lee E. Elmore, Senior Vice President

TRADEMARK

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THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

WORLD GOURMET MARKETING, L.L.C.

By: _____

Name: Jason I. Cohen

Title: President

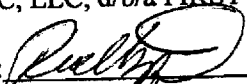
WORLD GOURMET ACQUISITION, LLC

By: _____

Name: Jerry M. Bello, Jr.

Title: President

FCC, LLC, d/b/a FIRST CAPITAL

By:  _____

Ric Mazza, Executive Vice President

TRADEMARK


REEL: 004192 FRAME: 0117

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

On MARCH 23, 2010 before me, JERRY M. BELLO, Notary Public, personally appeared JERRY BELLO, SR., JASON I. GLEN of World Gourmet Marketing, L.L.C., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW JERSEY the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Signature of Notary)

(Seal of Notary)

JERRY M. BELLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 23, 2014

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

On MARCH 23, 2010 before me, JERRY M. BELLO, Notary Public, personally appeared JERRY BELLO, SR., JASON I. GLEN of World Gourmet Acquisition, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEW JERSEY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Signature of Notary)

(Seal of Notary)

JERRY M. BELLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 23, 2014

TRADEMARK

REEL: 004192 FRAME: 0118

EXHIBIT "A"

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION No.</u>	<u>REGISTRATION No.</u>	<u>OWNER</u>
ARE YOU EATING SENSIBLY?	US	77/210,119	3,582,157	WORLD GOURMET MARKETING LLC
CHEATING WITH CHOCOLATE	US	77/584,451		WORLD GOURMET MARKETING LLC
MAMMA'S	US	76/569,594	2,917,109	WORLD GOURMET MARKETING LLC
MINER'S GOLD	US	77/833,325		WORLD GOURMET MARKETING LLC
MINER'S GOLD	US	77/833,362		WORLD GOURMET MARKETING LLC
PITA BITES (SUPPLEMENTAL REGISTER)	US	77/400,064	3,532,798	WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS	US	78/596,051	3,195,083	WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	US	77/833,386		WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	US	77/833,401		WORLD GOURMET MARKETING LLC
WORLD GOURMET	US	78/596,044	3,195,082	WORLD GOURMET MARKETING LLC

A. FEDERAL TRADEMARK AND SERVICE MARK APPLICATIONS / REGISTRATIONS:

TRADEMARK

REEL: 004192 FRAME: 0119

B. FOREIGN TRADEMARK AND SERVICE MARK APPLICATIONS / REGISTRATIONS:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>OWNER</u>
SENSIBLE PORTIONS & DESIGN	BRAZIL	APPLICATION NO. PENDING		WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	CANADA	APPLICATION NO. PENDING		WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	EUROPEAN COMMUNITY	APPLICATION NO. PENDING		WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	JAPAN	APPLICATION NO. PENDING		WORLD GOURMET MARKETING LLC
SENSIBLE PORTIONS & DESIGN	MEXICO	APPLICATION NO. PENDING		WORLD GOURMET MARKETING LLC