

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Supplement to Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TAI FOONG USA INC.		03/26/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	Two North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1925638	CRYSTAL ISLE
Registration Number:	3347726	DINE WELL FEEL WELL AND LIVE WELL
Registration Number:	3347724	DINE WELL FEEL WELL AND LIVE WELL
Registration Number:	3105088	DW DINE WELL
Registration Number:	1783546	GENESIS
Registration Number:	2263291	NORTHERN CHEF
Registration Number:	2032987	NORTHERN CHEF
Registration Number:	1768777	NORTHERN KING
Registration Number:	2394069	ROYAL ASIA
Registration Number:	3079629	ROYAL ASIA

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (202) 370-4761

OP \$265.00 1925638

Email: ecallahan@nationalcorp.com  
Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	L053463
NAME OF SUBMITTER:	Catherine C. Fisk
Signature:	/Catherine C. Fisk/
Date:	05/06/2010

**Total Attachments: 13**

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**INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING  
CREDIT AND SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SUPPLEMENT TO REVOLVING CREDIT AND SECURITY AGREEMENT** ("Supplement"), dated as of March 26, 2010, is made by **TAI FOONG USA INC.**, a Delaware corporation (the "Grantor"), with an address at 2450 6<sup>th</sup> Avenue, Suite 300 Seattle, Washington 98134, in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), with an address at Two North Lake Avenue, Suite 440, Pasadena, California 91101, as agent ("Agent") for itself and the other Lenders (PNC, the other Lenders and Agent shall be referred to collectively and individually, as "Lender") under the Revolving Credit and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") among Lender and Grantor.

**RECITALS**

A. Concurrently herewith, Grantor, Agent and Lender are entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"). Pursuant to the Loan Documents, Grantor has granted to Agent a security interest in, among other things, all of Grantor's present and future general intangibles, including, without limitation, trademarks, patents, copyrights and other "Collateral" (as defined in the Loan Agreement); and

B. Grantor and Agent desire to supplement the Loan Agreement to make specific reference to the trademarks, patents, copyrights and other intellectual property set forth below. The Loan Agreement shall continue in full force and effect with respect to the Collateral described therein. By entering into this Supplement, the parties do not intend to imply that the trademarks, patents, copyrights and other intellectual property set forth below are not covered and perfected by any other Loan Documents, including, without limitation, the Loan Agreement.

NOW, THEREFORE, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. Grant of Security Interest. Grantor hereby grants to Agent (for the benefit of Agent and Lender) a security interest in all of Grantor's right, title and interest in the Collateral, including, without limitation, the following, whether now existing or hereafter arising, to secure the payment and performance of all "Obligations" (as defined in the Loan Agreement):

(a) All United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all applications for copyright registrations (including applications for copyright registrations of derivative works and compilations)

(collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all license agreements with respect to the Copyrights.

(d) All accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interests granted to Agent under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Subject to Section 3(f) below, Grantor has no Registered Copyrights except those listed in Exhibit A hereto.

(b) Grantor has no Patents except those listed in Exhibit B hereto.

(c) Grantor has no Trademarks which are registered with the United States Patent and Trademark Office, or for which application for such registration has been made and not been abandoned, except those listed on Exhibit C hereto.

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(e) Grantor shall promptly advise Agent of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor and advise Agent whether any other party has any interest in such Trademark, Patent or Copyright.

(f) Grantor does not, and will not, own or acquire any maskworks, software, computer programs, or other works of authorship, that are registered with the United States Copyright Office (or subject of any application for such registration), except if and to the extent Grantor has: (i) provided Agent with at least 30 days prior written notice thereof (or such fewer number of days, if any, that Agent in its good faith business judgment may permit in writing with respect to any specific proposed registration/application), (ii) provided Agent with a copy of the specific proposed registration/application, and (iii) has executed and delivered to Agent such security agreement(s) and other documentation (in form and substance reasonably satisfactory to

Agent) which Agent in its good faith business judgment may require for filing with the United States Copyright Office with respect to such registration or application.

4. Authority to Amend Exhibits. Grantor authorizes Agent and appoints Agent as its attorney to amend or supplement the Exhibits hereto, from time to time at Agent's option, to add Patents, Trademarks, Copyrights, and other intellectual property of Grantor which are not reflected in said Exhibits. All said acts of said attorney are hereby ratified and approved, and said attorney shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid.

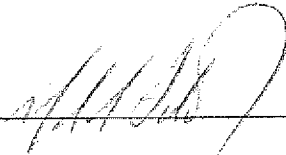
5. General. All terms and conditions of the Loan Agreement shall continue in full force and effect, and Grantor represents and warrants to Agent that all representations and warranties set forth in the Loan Agreement, as supplemented hereby, are true and correct as of the date hereof. This Supplement is an integral part of the Loan Agreement and the provisions of the Loan Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT

TAI FOONG USA INC.

By 

By \_\_\_\_\_

Name Mary A. Tiro

Name \_\_\_\_\_

Title Vice President

Title \_\_\_\_\_

IN WITNESS WHEREOF, this Supplement has been executed as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,  
AS AGENT

TAI FOONG USA INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

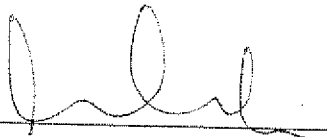
By  \_\_\_\_\_  
Name Davy C.K. Lam  
Title C.E.O.



EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

EXHIBIT B

PATENTS

Patents Issued:

<u>Registration No.</u>	<u>Regis. Date</u>	<u>Description</u>
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Patent Applications

<u>Serial/ Registration No.</u>	<u>Filed Date/ Regis. Date</u>	<u>Description</u>
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None

EXHIBIT C
TRADEMARKS

Applications/Registrations

	US	Canada	Mexico	EU
CRYSTAL ISLE	Registered (1925638)			
DINE WELL FEEL WELL AND LIVE WELL (IC 29)	Registered (3347726)			
DINE WELL FEEL WELL AND LIVE WELL (IC 30)	Registered (3347724)			
	Registered (3105088)			
GENESIS	Registered (1783546)			
NORTHERN CHEF (IC 29)	Registered (2263291)	Registered (TMA527629)	Registered (550595)	
NORTHERN CHEF (IC 30)	Registered (2032987)	Registered (TMA527629)	Registered (550596)	
NORTHERN KING	Registered (1768777)			
ROYAL ASIA (IC 29)	Registered (2394069)		Registered (896614)	Pending (006613806)
ROYAL ASIA (IC 30)	Registered (3079629)		Registered (896615)	Pending (006613806)
ROYAL ASIA (IC 43)				Pending (006613806)

 Tai Foong USA  
 P.O. Box 34868  
 Seattle, WA 98124-0868

 Phone: (206) 518-9688  
 Fax: (206) 518-9688

Tai Foong USA

[www.dine-well.com](http://www.dine-well.com)
**TRADEMARK**
**REEL: 004200 FRAME: 0566**



Tai Foong USA  
INC. PO. BOX 8866  
SEATTLE, WA 98124-6166  
Phone: (206) 515-9688  
Fax: (206) 515-9688

Tai Foong USA

[www.dino-wall.com](http://www.dino-wall.com)

**TRADEMARK**  
**REEL: 004200 FRAME: 0567**



**Current Marks for TAI FOONG USA, INC.**

**CRYSTAL ISLE (IC 29) # 1925638 (United States)**

A renewal is due October 10, 2015.

Goods: fresh, frozen and processed seafood

Owner: Tai Foong USA, Inc.

**DINE WELL FEEL WELL AND LIVE WELL (IC 29) #3347726 (United States)**

A renewal is due December 4, 2013.

Goods: Fresh, frozen, processed and natural seafood; meat; frozen vegetables; frozen appetizers consisting primarily of seafood, meat, and vegetables; frozen entrees consisting primarily of seafood, meat, and vegetables.

Owner: Tai Foong USA, Inc.

**DINE WELL FEEL WELL AND LIVE WELL (IC 30) #3347724 (United States)**

A renewal is due December 4, 2013.

Goods: Sauces.

Owner: Tai Foong USA, Inc.

**DW DINE WELL (design; IC 29) #3105088 (United States)**

A renewal is due June 13, 2012.

Goods: Frozen shrimp for human consumption.

Owner: Tai Foong USA, Inc.

**GENESIS (IC 29) #1783546 (United States)**

A renewal is due July 20, 2013.

Goods: Fresh and frozen fish and shellfish; and processed and specialty seafood.

Owner: Tai Foong USA, Inc.

**NORTHERN CHEF (IC 29) #2263291 (United States)**

A renewal is due July 20, 2019.

Goods: Processed and natural seafood; frozen appetizers consisting primarily of seafood; frozen entrees consisting primarily of seafood

Owner: Tai Foong USA, Inc.

**NORTHERN CHEF (IC 30) #2032987 (United States)**

A renewal is due January 21, 2017.

Goods: Sauces for seafood, meat and pasta

Owner: Tai Foong USA, Inc.

Tai Foong USA  
P.O. Box 84868  
Seattle, WA 98124-6168  
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Fax: (206) 515-9588

Tai Foong USA

[www.dine-well.com](http://www.dine-well.com)



**NORTHERN CHEF TMA527629 (Canada)**

A renewal is due May 11, 2015.

Goods: (1) Frozen seafood; and sauces for seafood, meat and pasta; and (2) Sauces for seafood, meat and pasta;

Owner: Tai Foong USA, Inc.

**NORTHERN CHEF (IC 29) #550595 (Mexico)**

A renewal is due 4/30/2017.

Goods: Frozen Seafood

Owner: Tai Foong USA, Inc.

**NORTHERN CHEF (IC 30) #550596 (Mexico)**

A renewal is due 4/30/2017.

Goods: Sauces for seafood, meat and pasta

Owner: Tai Foong USA, Inc.

**NORTHERN KING (IC 29) #1768777 (United States)**

A renewal is due May 4, 2013.

Goods: Processed and natural seafood

Owner: Tai Foong USA, Inc.

**ROYAL ASIA (IC 29) #2394069 (United States)**

A renewal is due October 10, 2010.

Goods: Processed and natural seafood; frozen appetizers consisting primarily of seafood or vegetables

Owner: Tai Foong USA, Inc.

**ROYAL ASIA (IC 30) #3079629 (United States)**

A renewal is due April 11, 2012.

Goods: Sauces for seafood, meat and pasta

Owner: Tai Foong USA, Inc.

**ROYAL ASIA (IC 29) #896614 (Mexico)**

A renewal is due 6/7/2015.

Owner: Tai Foong USA, Inc.

**ROYAL ASIA (IC 29) #896615 (Mexico)**

A renewal is due 6/7/2015.

Owner: Tai Foong USA, Inc.

Tai Foong USA  
P.O. Box 84868  
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**TRADEMARK**  
**REEL: 004200 FRAME: 0569**



ROYAL ASIA (IC 29, 30, 43) # 006613806 (EU/CTM)

Application is Pending

Goods: (IC 29) meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk and milk products; edible oils and fats; frozen seafood; frozen seafood products; processed seafood; seafood; chilled foods consisting predominately of fish; dishes of fish; fish products; prepared meals consisting principally of fish; beef products; chilled foods consisting predominately of meat; chilled foods consisting predominately of poultry; chilled meals made from fish; chilled meals made from meat; chilled meals made from poultry; chow mein [meat, fish, or vegetable based]; cooked dishes with vegetables [vegetables predominating]; cooked meals [consisting principally] of meat; cooked meals consisting principally of fish; cooked meals consisting principally of poultry; cooked meals consisting principally of vegetables; cooked meals derived from fish; cooked meals derived from sea food; cooked meat dishes; crabs [not live]; dishes of fish; dishes of meat; dishes of poultry; dishes of vegetables; fish (food products made from- ); food products containing vegetables; food products derived from fish; food products derived from meat; food products derived from seafood; food products derived from shellfish; food products made from cooked vegetables; food products made of fish; foodstuffs consisting wholly or substantially wholly of fish; frozen cooked fish; frozen fish; frozen fish products; frozen meat; frozen prepared meals consisting principally of fish; frozen prepared meals consisting principally of meat; frozen prepared meals consisting principally of poultry; frozen prepared meals consisting principally of vegetables; grilled meat; grilled vegetables; individual ready meals; meat; meat products being frozen; mixed vegetables; poultry; poultry products being frozen; pre-cooked dishes incorporating [predominantly] fish; preserved food products of meat (fish, poultry, vegetables, etc); processed fish (vegetables, meat, poultry, etc).

(IC 30) Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice; cooking sauces; ready-made sauces; sauces for frozen fish; sauces for food; sauces for pasta; sauces [condiments]; sauces for chicken; sauces for use with pasta; sweet and sour sauce; sauces for frozen fish; flavorings and seasonings; flavourings in the form of concentrated sauces; potstickers [dumplings].

(IC 43) Services for providing food and drink; temporary accommodation.

Owner: Tai Foong USA, Inc.

Tai Foong USA  
P.O. Box 94868  
Seattle, WA 98124-6168  
Phone: (206) 518-9688  
Fax: (206) 518-9688

Tai Foong USA

www.hincwall.com

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