

**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
Fieldbrook Foods Corporation		06/03/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as agent
Street Address:	201 Merritt Seven
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2518643	FIELDBROOK FARMS
Registration Number:	2538498	FIELDBROOK FARMS
Registration Number:	3287465	FIELDBROOK FOODS
Registration Number:	2508049	FUN STICKS
Registration Number:	0842941	MASTER PIECE
Registration Number:	1422149	MY FAVORITE
Registration Number:	1423123	MY FAVORITE ICE CREAM
Registration Number:	1367956	OLD FASHIONED "HAND DIPPIN KIND"
Registration Number:	0939960	PARTY PARADE
Registration Number:	1731410	PARTY TREAT
Registration Number:	0830274	PARTY TREAT

**CORRESPONDENCE DATA**

Fax Number: (312)558-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900164364**

**TRADEMARK  
 REEL: 004222 FRAME: 0517**

**CH \$290.00 2518643**

Phone: 3125586352  
Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 West Wacker Drive  
Address Line 2: Winston & Strawn LLP  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	80034-1346
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	06/10/2010

Total Attachments: 7  
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**EXECUTION COPY**

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 3, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages (by way of collateral and not outright transfer of ownership), pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

As of the date of execution, the sole Grantor is Fieldbrook Foods Corporation.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

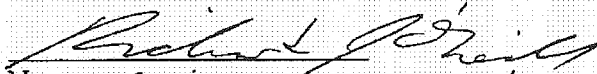
FIELDBROOK FOODS CORPORATION  
as Grantor

By: Ronald J. Odebralski Jr.  
Ronald Odebralski  
Vice President, Controller and Secretary

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

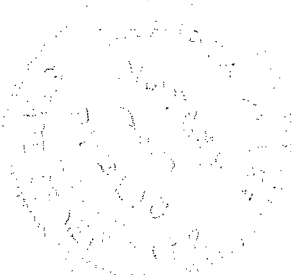
By:

  
Name: Richard S. O'Neill  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of NEW YORK                    )  
  )  
County of CHAUTAUQUA            )            ss.

On this 1<sup>st</sup> day of June, 2010 before me personally appeared Ronald Odebralski, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fieldbrook Foods Corporation, 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.



**CHRISTA MEDER**  
Notary Public, State of New York  
No. 01ME6083344  
Qualified in Chautauque County  
My Commission Expires 11-12-2010

Christa Meder  
Notary Public

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK/ SERVICEMARK	REGISTRATION NUMBER	STATUS
FLDDBROOK FARMS (IC29)	2,518,643	Renewal due 12/11/2011
FLDDBROOK FARMS (IC30)	2,538,498	Renewal due 2/12/2012
FLDDBROOK FOODS (IC40)	3,287,465	Sections 8 & 15 Declaration due between 9/4/2012 – 9/4/2013
FUN STICKS (IC30)	2,508,049	Renewal due 11/13/2011
MASTER PIECE (IC30)	842,941	Renewal due 1/23/2018
MY FAVORITE (IC30)	1,422,149	Renewal due 12/23/2016
MY FAVORITE ICE CREAM and Design (IC30)	1,423,123	Renewal due 12/15/2016



OLD FASHIONED "HAND DIPPIN KIND" (IC30)	1,367,956	Renewal due 10/29/2015
PARTY PARADE (IC30)	939,960	Renewal due 8/1/2012
PARTY TREAT (IC30)	1,731,410	Renewal due 11/10/2012
PARTY TREAT (IC30)	830,274	Renewal due 6/13/2017

2. TRADEMARK APPLICATIONS

None.



3. IP LICENSES

a. Ice Cream Licensing, Marketing and Distribution Agreement dated April 12, 2002 between Denali Flavors, Inc. as licensor, and Fieldbrook Foods Corporation, as licensee, regarding the "Marks" defined and listed t herein.

b. License Agreement dated as of November 1, 2009 between Dole Food Company, Inc. and Borrower, and related Manufacturing Compliance Agreement dated as of January 20, 2010 between Target Foods LLC (a co-packer) and Borrower.