

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
Johnny's Fine Foods, Inc.		06/23/2010	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	121 S. LaSalle Street
Internal Address:	Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Illinois state-chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3020038	LAZY J CHILI MIX
Registration Number:	3023174	JAMAICA ME STEAK
Registration Number:	2951768	JAMAICA ME HOT N CRAZY
Registration Number:	2958590	SPICE FACTORY
Registration Number:	2829690	XTREME TASTE
Registration Number:	2540260	PASTA ELEGANCE PARMESAN GARLIC
Registration Number:	2536191	JAMAICA ME SWEET HOT & CRAZY
Registration Number:	2289825	GREAT CAESAR!
Registration Number:	2117543	SALAD ELEGANCE
Registration Number:	2057029	JAMAICA ME CRAZY
Registration Number:	1534501	JAMAICA MISTAKE
Registration Number:	1595604	HONEY YOU'RE TERRIFIC
Registration Number:	1882389	WOK THIS WAY

CH \$415.00 3020038

900165801

**TRADEMARK
 REEL: 004233 FRAME: 0743**

Registration Number:	0964757	JOHNNY'S
Serial Number:	85068317	JOHNNY'S
Serial Number:	85068321	JOHNNY'S

CORRESPONDENCE DATA

Fax Number: (312)977-4405
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312 977 4400
Email: ipdocket@uhlaw.com, gvirgo@uhlaw.com
Correspondent Name: Roger H. Stein, Ungaretti & Harris LLP
Address Line 1: 70 West Madison Street
Address Line 2: Suite 3500, Attn: IP TM Docket
Address Line 4: Chicago, ILLINOIS 60602-4224

ATTORNEY DOCKET NUMBER:	1004577-0001
NAME OF SUBMITTER:	Roger H. Stein
Signature:	/Roger H. Stein/
Date:	06/29/2010

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of June 23, 2010 (“**Effective Date**”) by and between **Johnny’s Fine Foods, Inc.**, a Washington corporation (“**Grantor**”), and **The PrivateBank and Trust Company**, an Illinois state-chartered bank (“**Lender**”). Capitalized terms used but not defined herein have the meanings ascribed to them by that certain Loan and Security Agreement of even date herewith as amended, restated, supplemented or otherwise modified from time to time, (the “**Loan and Security Agreement**”) by and between Grantor and Lender and the other parties thereto.

WHEREAS, pursuant to the Loan and Security Agreement, Lender has agreed to make certain credit specified therein available to Grantor (collectively, the “**Loans**”); and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan and Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for the purpose of inducing Lender to make the Loans, Grantor hereby agrees as follows:

1. **Definitions**. The following terms shall have the following meanings:
 - (a) “**Copyright Licenses**” means all written agreements naming Borrower as licensor or licensee, including those listed on Schedule 9.31 of the Loan and Security Agreement, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.
 - (b) “**Copyrights**” means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, including those listed on Schedule 9.31 of the Loan and Security Agreement, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.
 - (c) “**General Intangibles**” means all “general intangibles” as such term is defined in Section 9-102(a)(42) of the UCC and, in any event, including with respect to Borrower, all Payment Intangibles, all contracts and Contract Rights (including all Assigned Agreements and Seller Undertakings), agreements, instruments and indentures in any form, and portions thereof, to which Borrower is a party or under which Borrower has any right, title or interest or to which Borrower or any property of Borrower is subject, as the same from time to time may be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of Borrower to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of Borrower to damages arising thereunder and

- (c) all rights of Borrower to perform and to exercise all remedies thereunder; provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by Borrower of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such Payment Intangible, contract, agreement, instrument or indenture.
- (d) **“Intellectual Property”** means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.
- (e) **“Intellectual Property Collateral”** has the meaning assigned to it by Section 2 hereof.
- (f) **“License”** means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Grantor.
- (g) **“Patents”** means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including any of the foregoing referred to in Schedule 9.31 of the Loan and Security Agreement (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including any of the foregoing referred to in Schedule 9.31 of the Loan and Security Agreement, and (c) all rights to obtain any reissues or extensions of the foregoing.
- (h) **“Patent Licenses”** means all agreements, whether written or oral, providing for the grant by or to Borrower of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including any of the foregoing referred to in Schedule 9.31 of the Loan and Security Agreement.
- (i) **“Trademark Licenses”** means, collectively, each agreement, whether written or oral, providing for the grant by or to Borrower of any right to use any Trademark, including any of the foregoing referred to in Schedule 9.31 of the Loan and Security Agreement.
- (j) **“Trademarks”** means (a) all trademarks, trade names, corporate names, Borrower names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto,

including any of the foregoing referred to in Schedule 9.31 of the Loan and Security Agreement, and (b) the right to obtain all renewals thereof.

- (k) "UCC" means the Uniform Commercial Code as in effect on the date hereof and from time to time in the State of Illinois, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interests in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect on or after the date hereof in any other jurisdiction, "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, Grantor hereby pledges and grants to Lender a Lien on and security interest in and to all of Grantor's right, title and interest in, to all of Grantor's Intellectual Property, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"), including but not limited to:

- (a) all of Grantor's Patents on Schedule I hereto;
- (b) all of Grantor's Trademarks on Schedule II hereto;
- (c) all of Grantor's Copyrights on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (f) all products, proceeds, and royalties of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent, (ii) infringement or dilution of any Trademark, or (iii) infringement of any Copyright.

3. **Representations and Warranties.** Grantor represents and warrants to Lender that, as of the date hereof, it does not have any interest in, or title to, any U.S. registered Patent, registered Trademark or registered Copyright, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Agreement is effective to create a valid and continuing Lien on the Intellectual Property Collateral, subject to any restrictions on assignment set forth in any License and such perfected Liens are enforceable as such (subject to (i) the effect of any applicable bankruptcy, fraudulent transfer, moratorium, insolvency, reorganization or other similar laws affecting the rights of creditors generally and (ii) the effect of general principles of equity whether applied by a court of equity or law) as against any and all creditors of, and purchasers from, Grantor.

4. **Covenants.** Grantor covenants and agrees with Lender that from and after the date of this Agreement and so long as Lender has any commitment to lend under the Loan and

Security Agreement or any Obligations (other than contingent indemnification Obligations for which no claim has been assured) remain outstanding thereunder:

- (a) Grantor will take all steps reasonably necessary to protect, preserve, defend and maintain all of its rights in the Intellectual Property Collateral material to its business, including, but not limited to protect, preserve, defend and maintain the validity and enforceability of such Intellectual Property Collateral and use reasonable efforts to detect infringements of such Intellectual Property Collateral, and use reasonable efforts not allow any such Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public.
- (b) Grantor will notify the Lender in writing upon acquiring or otherwise obtaining any registered Patent, registered Trademark, registered Copyright, or License of any of the foregoing, after the Effective Date, at such time as required by Section 10.15 of the Loan and Security Agreement and, upon the request of the Lender, Grantor shall execute and deliver a supplement hereto as Lender may reasonably request to evidence Lender's Lien on such Intellectual Property.
- (c) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, Grantor shall report such filing to Lender concurrently with the next delivery of financial statements of Borrower pursuant to Section 10.1 of the Loan and Security Agreement. Upon the request of Lender, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Lender may request to evidence Lender's security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of Grantor relating thereto or represented thereby.
- (d) Grantor shall take all commercially reasonable actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the registered Intellectual Property Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations.
- (e) In the event that any material Intellectual Property is infringed upon or misappropriated or diluted by a third party, Borrower shall (i) take such actions as Borrower shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify Lender after it learns thereof and, to the extent, in its reasonable judgment, Borrower determines it appropriate under the circumstances, sue for infringement, misappropriation or dilution, to seek

injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5. **Security Agreement.** The security interests granted by Grantor pursuant to this Agreement are granted in conjunction with the security interest granted by Grantor to Lender pursuant to the Loan and Security Agreement. Grantor and Lender expressly agree that the security interests granted under this Agreement and the Loan and Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Loan and Security Agreement.

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Termination; Authorized Sales of Collateral.** Subject to Section 6 hereof, this Agreement shall terminate on the date in which Lender no longer has a commitment to lend under the Loan and Security Agreement and no Obligations (other than contingent indemnification Obligations to which no claim has been asserted) remain outstanding. In the event Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in the Loan and Security Agreement, Lender agrees, at the expense of Grantor, to execute and deliver to Grantor, prior to or contemporaneously with Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the Lien and security interest of Lender.

8. **Incorporation of the Loan and Security Agreement.** The Loan and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

9. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

11. **Successors and Assigns.** This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

12. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

13. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan and Security Agreement.

14. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

15. **Execution in Counterparts.** This Agreement may be executed in 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.

16. **Merger.** This Agreement represents the final agreement of Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Lender.

17. **No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

JOHNNY'S FINE FOODS INC.

By: [Signature]
Name: Kevin J. Rahn
Title: CEO

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

JOHNNY'S FINE FOODS INC.

By: _____
Name: _____
Title: _____

LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: Douglas W. Buchler
Name: Douglas W. Buchler
Title: Associate Managing Director

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

NONE

II. PATENT APPLICATIONS

NONE

III. PATENT LICENSES

NONE

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK

<u>Jurisdiction</u>	<u>Word Mark</u>	<u>Registration /Application Date</u>	<u>Registration /Application Number</u>
United States	Lazy J Chili Mix	11/29/2005	3020038
United States	Jamaica Me Steak	12/06/2005	3023174
United States	Jamaica Me Hot N Crazy	05/17/2005	2951768
United States	Spice Factory	05/31/2005	2958590
United States	Xtreme Taste	04/06/2004	2829690
United States	Pasta Elegance Parmesan Garlic	02/19/2002	2540260
United States	Jamaica Me Sweet Hot & Crazy	02/05/2002	2536191
United States	Great Caesar!	11/02/1999	2289825
United States	Salad Elegance	12/02/1997	2117543
United States	Jamaica Me Crazy	04/29/1997	2057029
United States	Jamaica Mistake	04/11/1989	1534501
United States	Honey You're Terrific	05/08/1990	1595604
United States	Wok This Way	03/07/1995	1882389
United States	Johnny's & Design	07/24/1973	0964757
United States	Johnny's	06/22/2010	85/068,317
United States	Johnny's & Design	06/22/2010	85/068,321
Washington state	Honey You're Terrific	10/10/1989	19293
Washington state	Pasta Elegance Parmesan Garlic	08/06/2007	51958
Washington	Jamaica Me	12/21/2000	29415

state	Sweet Hot & Crazy		
Canada	Johnny's & Design	08/21/2008	TMA721600
International Registration (designating Japan and South Korea)	Johnny's & Design	03/05/2007	919748

II. UNREGISTERED TRADEMARKS

NONE

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT

NONE