

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
PHILLIPS FOODS, INC.		09/29/2010	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Lender
Street Address:	303 Peachtree Street
Internal Address:	Twenty Third Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3572575	BOARDWALK
Registration Number:	2270287	CRAB SLAMMERS
Registration Number:	3412911	ASIAN RHYTHMS
Registration Number:	3086007	OCEAN RHYTHMS
Registration Number:	3412917	ASIAN RHYTHMS
Registration Number:	3510631	CRABOLOGY 101
Registration Number:	3629229	
Registration Number:	3499685	TASTE THE CULTURE
Registration Number:	3640594	CULINARY CRAB
Registration Number:	3835631	BIG TASTE. LITTLE EFFORT.
Serial Number:	77518311	MAX & STEVE'S
Serial Number:	77591335	SHARE YOUR GOOD TASTE
Serial Number:	77518298	BUFFALO BLEU

CH \$490.00 3572575

Serial Number:	77595367	STEVE PHILLIPS WORLD CUISINE
Serial Number:	77737706	PREMIUM CATCH
Serial Number:	77770333	CULINARY JUMBO
Serial Number:	77863207	SEA WINGS
Serial Number:	85086844	CRAB CRUNCHERS
Serial Number:	77002648	

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 303 Peachtree Street
Address Line 2: Paul, Hastings, Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	09/29/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 29th day of September, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as lender pursuant to the Credit Agreement referred to below (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Phillips Foods, Inc., a Maryland corporation (the "Administrative Borrower"), certain Subsidiaries of the Administrative Borrower party thereto from time to time as borrowers (each, individually, a "Borrower" and, collectively, the "Borrowers"), the Persons party thereto from time to time as Guarantors, if any, and the Lender, the Lender is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender, that certain Security Agreement, dated as of September 29, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are

not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each 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.

GRANTORS:

PHILLIPS FOODS, INC.

By: Dean E. Flowers

Name: Dean E. Flowers

Title: Executive Vice President and Chief
Financial Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

SUNTRUST BANK, as the Lender

By: _____

Name:

Title:

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004286 FRAME: 0703**

IN WITNESS WHEREOF, each 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.


GRANTORS:

PHILLIPS FOODS, INC.

By: _____
Name: Dean E. Flowers
Title: Executive Vice President and Chief
Financial Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

SUNTRUST BANK, as the Lender

By: 
Name: Edward D. Ridenhour
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK
REEL: 004286 FRAME: 0704**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See the attached Phillips Foods, Inc. Trademark Portfolio Summary.

Trade Names

Phillips Foods, Inc. uses the unregistered trade name "Phillips Seafood"

Common Law Trademarks

N/A


Trademarks Not Currently In Use

See the attached Phillips Foods, Inc. Trademark Portfolio Summary.

Trademark Licenses

1. Intellectual Property License Agreement between Phillips Foods, Inc. and Phillips (International) Hong Kong Limited, effective October 1, 2005 and Amendment to Intellectual Property License Agreement between Phillips Foods, Inc. and Phillips (International) Hong Kong Limited, effective January 1, 2009.
2. License Agreement by and between Phillips Foods, Inc. and Phillips Franchising LLC, effective March 6, 2007
3. Seafood Across America License Agreement by and between Phillips Foods, Inc. and M&S Fine Foods, Inc. dated September 28, 2006.
4. Amended and Restated Trademark License Agreement by and between S.B. Phillips LLC and Phillips Foods, Inc. dated September 29, 2010, which amends and restates that certain Trademark License Agreement by and between S.B. Phillips, LLC and Phillips Foods, Inc. dated October 6, 2005 and Amendment dated January 1, 2009 to Trademark License Agreement by and between S.B. Phillips LLC and Phillips Foods, Inc., effective January 1, 2009.

Trademark Portfolio
Phillips Foods, Inc.

MARKING	COUNTRY	MARK	OWNER	STATUS	APPL NO	APP DATE	REG NO	REG DATE	CLASS(S)	EXPIR OF CONT USE	RENEWAL DATE
2235.0010000	U.S.A.	BOARDWALK	Phillips Foods, Inc.	Registered	77/550134	08/19/2008	3572575	02/10/2009	29	02/10/2014-02/10/2015	02/10/2018-02/10/2019
2235.010000	U.S.A.	CRAB SLAMMERS	Phillips Foods, Inc.	Registered Renewed 2009	75/375026	10/17/1997	2270287	08/17/1999	29	08/17/2019	08/17/2019
2235.0150000	U.S.A.	ASIAN RHYTHMS	Phillips Foods, Inc.	Registered	78/704065	08/31/2005	3412911	04/15/2008	29, 30	4/15/2013-2014	4/15/2017-2018
2235.0170001	U.S.A.	OCEAN RHYTHMS	Phillips Foods, Inc.	Registered	76/977966	01/12/2004	3086007	04/25/2006	29	04/25/2011-2012	04/25/2015-2016
2235.0350000	U.S.A.	ASIAN RHYTHMS Logo 	Phillips Foods, Inc.	Registered	78/707555	09/06/2005	3412917	04/15/2008	29, 30	4/15/2013-2014	4/15/2017-2018
2235.0380000	U.S.A.	CRABOLOGY 101	Phillips Foods, Inc.	Registered	77/150938	04/06/2007	3510631	04/06/2008	41	10/7/2013-2014	10/7/2017-2018
2235.0460000	U.S.A.	Trade Dress for Black Color (Black Can)	Phillips Foods, Inc.	Registered	77/002648	09/19/2006	3629229	06/02/2009	29	06/02/2014-2015	06/02/2018-2019
2235.0500000	U.S.A.	TASTE THE CULTURE	Phillips Foods, Inc.	Registered	77/150778	04/06/2007	3499685	09/09/2008	29, 30	09/09/2013-2014	09/09/2017-2018
2235.0550000	U.S.A.	CULINARY CRAB	Phillips Foods, Inc.	Registered	77/366598	01/08/2008	3640594	06/16/2009	29	06/16/2014-2015	06/16/2018-2019
2235.057EM00	European Community	STEAMER CREATIONS	Phillips Foods, Inc.	Registered	007032345	07/02/2008	007032345	04/20/2009	29, 30		07/02/2018
2235.0620000	U.S.A.	BIG TASTE LITTLE EFFORT.	Phillips Foods, Inc.	Registered	77/465,793	05/05/2008	3835631	08/17/2010	29, 30		
2235.064000	U.S.A.	MAX & STEVE'S	Phillips Foods, Inc.	Statement of Use Filed	77/518,311	07/09/2008			29		
2235.0650000	U.S.A.	SHARE YOUR GOOD TASTE	Phillips Foods, Inc.	Statement of Use Filed	77/591,335	10/13/2008			29,30		
2235.0660000	U.S.A.	BUFFALO BLEU	Phillips Foods, Inc.	Statement of Use Filed	77/518,298	07/09/2008			29		

Client Duplicates: 4834-0156-009

SRCH NO	COUNTRY	MARK	OWNER	STATUS	APPL NO	APPL DATE	REG NO	REG DATE	CLASSES	DECL of CONTINUSE	RENEWAL DATE
2235.0680000	U.S.A.	STEVE PHILLIPS WORLD CUISINE	Phillips Foods, Inc.	Filed Office Action	77/595367	10/17/2008			29,30		
2235.0720000	U.S.A.	PREMIUM CATCH	Phillips Foods, Inc.	published 04/20/2010	77/737706	05/15/2009			29		
2235.0730000	U.S.A.	CULINARY JUMBO	Phillips Foods, Inc.	published 05/11/2010	77/770,333	06/29/2009			29		
2235.0740000	U.S.A.	SEAWINGS (SeaWings)	Phillips Foods, Inc.	Published for opposition	77/863207	11/02/2009					
2235.0770000	U.S.A.	CRAB CRUNCHERS	Phillips Foods, Inc.	07/16/2010 - application filed	85/086844	07/16/2010			29		