

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
Allens, Inc.		09/22/2010	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	Bank of America, NA, as the administrative agent		
Street Address:	901 Main Street 14th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Bank - National Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1384526	EAST TEXAS FAIR	
Registration Number:	323089	POP-EYE	
Registration Number:	206995	ROYAL PRINCE	
Registration Number:	1222759	HAPPY CHEF	
Registration Number:	609690	CREST TOP	
Registration Number:	634953	SUGARY SAM	
Registration Number:	748159	PRINCELLA	
Registration Number:	921623	HAPPY CHEF	
Registration Number:	830690	POPEYE	
Registration Number:	787261	WAGON MASTER	
Registration Number:	727305	SHELL OUTS	
Registration Number:	1257728	THE ALLENS	
Registration Number:	1518159	HAPPY CHEF	
Registration Number:	1391213	TINY TENDER	

900173004

TRADEMARK
REEL: 004288 FRAME: 0607

Registration Number:	2561146	POPEYE
Registration Number:	1274455	VEG-ALL
Registration Number:	1670404	VEG-ALL
Registration Number:	866525	VEG-ALL
Registration Number:	3387700	BUTTERFIELD
Registration Number:	560051	CHILL-RIPE
Registration Number:	3103231	CHILL-RIPE
Registration Number:	3384097	KENTUCKY WONDER STYLE
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	1468571	GARDEN CLASSICS
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3782976	FRYERSIDES
Serial Number:	77239366	THE ALLENS SUNSHINE
Serial Number:	77604758	HEART HEALTHY TO YOUR GOOD HEALTH

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127018623
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
 rassmus@mayerbrown.com
 Correspondent Name: Richard M. Assmus
 Address Line 1: P. O. Box 2828
 Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	06140717 RMA
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	09/23/2010

Total Attachments: 9

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TRADEMARK

REEL: 004288 FRAME: 0608

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2010 (this "Agreement"), is made by ALLENS, INC., an Arkansas corporation (the "Borrower") and each Subsidiary of the Borrower from time to time party to this Agreement (each of the foregoing, a "Grantor" and collectively, the "Grantors"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement, dated as of September 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Third Amended and Restated Pledge and Security Agreement, dated as of September 22, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of each Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by each Grantor, in and to the following (the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired,

whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iv) of Section 2.1 of the Security Agreement.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at each Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to each Grantor such Documents as each Grantor shall reasonably request to evidence such termination.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 6. Governing Law. **THIS AGREEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

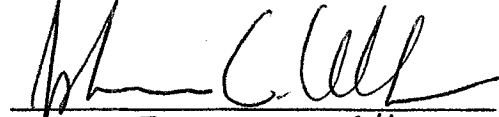
SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first above written.

ALLENS, INC.

By:



Name: Joshua C. Allen

Title: Executive Vice President - Operations

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Linda K. Lov
Name : Linda K. Lov
Title : Assistant Vice President

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

(see attached)

Item A. Trademarks.

Registered Trademarks

U.S. Trademarks

<u>Reference No.</u>	<u>Mark</u>	<u>Reg. / App. No.</u>	<u>Date</u>	<u>Renew Date</u>	<u>Status</u>
3069-2	EAST TEXAS FAIR	1384526	02/25/1986	02/25/2016	Registered
3069-3	POP-EYE	323089	04/02/1935	04/02/2015	Registered
3069-9	ROYAL PRINCE	206995	12/15/1925	12/15/2015	Registered
3069-13	HAPPY CHEF	1222759	01/04/1983	01/04/2013	Registered
3069-19	CREST TOP	609690	07/26/1955	07/26/2015	Registered
3069-26	SUGARY SAM	634953	09/25/1956	09/25/2016	Registered
3069-29	PRINCELLA	748159	04/16/1963	04/16/2013	Registered
3069-31	HAPPY CHEF	921623	10/05/1971	10/05/2011	Registered
3069-32	POPEYE	830690	06/20/1967	06/20/2017	Registered
3069-35	WAGON MASTER	787261	03/23/1965	03/23/2015	Registered
3069-36	SHELL OUTS	727305	02/06/1962	02/06/2012	Registered
3069-38	THE ALLENS	1257728	11/15/1983	11/15/2013	Registered
3069-44	HAPPY CHEF	1518159	12/27/1988	12/27/2018	Registered
3069-46	TINY TENDER	1391213	04/22/1986	04/22/2016	Registered
3069-55	POPEYE	2561146	04/16/2002	04/16/2012	Registered
3069-56	VEG-ALL	1274455	04/17/1984	04/17/2014	Registered
3069-57	VEG-ALL	1670404	12/31/1991	12/31/2011	Registered
3069-58	VEG-ALL	866525	03/11/1969	03/11/2019	Registered
3069-65	KENTUCKY WONDER STYLE	3384097	02/19/2008	02/19/2018	Registered
3069-66	BUTTERFIELD	3387700	02/26/2008	02/26/2018	Registered
3069-78	CHILL-RIPE	560051	6/17/1952	6/17/2012	Registered
3069-79	CHILL-RIPE	3103231	6/13/2006	06/13/2016	Registered
3069-65	KENTUCKY WONDER STYLE	3384097	02/19/2008	02/19/2018	Registered
3069-67	THE ALLENS	3463240	07/08/2008	07/08/2018	Registered
3069-68	HAPPY CHEF	3437217	5/27/2008	5/27/2018	Registered
3069-69	POPEYE	3493373	08/26/2008	08/26/2018	Registered
3069-70	GARDEN CLASSICS	1468571	12/08/1987	12/08/2017	Registered
3069-71	CREST TOP	3473424	07/22/2008	07/22/2018	Registered
3069-72	THE ALLENS SUNSHINE	77/239366	07/26/2007		Abandoned
3069-73	STEAMSUPREME	3499927	09/09/2008	09/09/2018	Registered

3069-83	HEART HEALTHY TO YOUR GOOD HEALTH	77/604758	10/31/2008		Pending Statement of Use due 12-1-2010
3069-84	FRYERSIDES & Design	3782976	4/27/2010	4/27/2020	Registered

Foreign Trademarks

<u>Reference No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg./ App. No.</u>	<u>Date</u>	<u>Renew Date</u>	<u>Status</u>
3069-5	POPEYE	Mexico	204558			Abandoned
3069-7	POPEYE	Great Britain	560045	05/10/1935	05/10/2015	Registered
3069-10	ROYAL PRINCE	Mexico	469218	08/10/1994	07/07/2014	Registered
3069-12	PRINCELLA	Mexico	469217	08/10/1994	07/07/2014	Registered
3069-14	HAPPY CHEF & DESIGN	Mexico	474123	09/20/1994		Abandoned
3069-16	BROWN BEAUTY	Mexico	476290	10/06/1994		Abandoned
3069-18	CREST TOP	Mexico	469211	08/10/1994	07/07/2014	Registered
3069-21	BUTTERFIELD & B DESIGN	Mexico	474122	09/20/1994		Abandoned
3069-22	BUTTERFIELD & B DESIGN	Argentina	1914051	03/28/1994		Abandoned
3069-24	UNCLE WILLIAM	Mexico	476289	10/06/1994		Abandoned
3069-25	SHELL OUTS	Mexico	469219	08/10/1994		Abandoned
3069-27	SUGARY SAM	Mexico	469220	08/10/1994		Abandoned
3069-33	EAST TEXAS FAIR	Mexico	469212	08/10/1994		Abandoned
3069-34	WAGON MASTER	Mexico	469215	08/10/1994		Abandoned
3069-39	THE ALLENS	Mexico	469221	08/10/1994	07/07/2014	Registered
3069-41	JALAPINTO	Mexico	469213	08/10/1994		Abandoned
3069-42	MEXI-BEAN	Mexico	469216	08/10/1994		Abandoned
3069-43	HAPPY CHEF	Mexico	487329	04/17/1995		Abandoned
3069-45	WE MAKE A GOOD PLATE GREAT	Mexico	469223	08/10/1994		Abandoned
3069-47	TINY TENDER	Mexico	469222	08/10/1994		Abandoned
3069-49	HOMEFOLKS	Mexico	469214	08/10/1994		Abandoned
3069-51	DORMAN	Mexico	569950	08/20/1995		Abandoned
3069-52	KENTUCKY WONDER STYLE	Mexico	569950	01/27/1998		Abandoned
3069-59	VEG-ALL	Cuba	2002/0825	08/03/2004		Pending – waiting on current status from Cuban Assoc.
3069-61	VEG-ALL	Mexico	617425	9/23/1999	06/19/2015	Registered
3069-81	CREST TOP &	Mexico	936665	7/7/2009	5/27/2018	Registered

<u>Reference No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg./ App. No.</u>	<u>Date</u>	<u>Renew Date</u>	<u>Status</u>
	DESIGN					
3069-76	STEAMSUPREME	Canada	1367292	10/05/2007		Pending Declaration of Use due 10/5/2010
3069-80	CHILL-RIPE	Canada	TMA 670434	8/18/2006	08/18/2016	Registered
3069-77	STEAMSUPREME	Mexico	1069321	10/28/2008	10/10/2018	Registered

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
CUBA	VEG-ALL	2002/0825	8/3/2004
CANADA	HEART HEALTHY TO YOUR GOOD HEALTH	77/604758	10/31/2008
CANADA	STEAMSUPREME	1367292	10/5/07
MEXICO	STEAMSUPREME	3069-76	
MEXICO	CREST TOP & DESIGN	936665	5/12/08

Trademark Applications In Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
MEXICO	STEAMSUPREME	3069-77		

Item B. Trademark Licenses.

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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None