

TO: EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

10/21/2010  
 900174568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Temp-Tations LLC		10/18/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Prudential Insurance Company of America, Collateral Agent
<b>Street Address:</b>	30th Floor
<b>Internal Address:</b>	1114 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10038
<b>Entity Type:</b>	CORPORATION: <i>NOT-FOR-PROFIT</i>

**PROPERTY NUMBERS** Total: 7 *New Jersey*

Property Type	Number	Word Mark
Registration Number:	3145875	TEMP-TATIONS
Registration Number:	3529117	TEMP-TATIONS COUNTRY LAGE
Serial Number:	77723281	LID-IT
Serial Number:	77843723	HOT RECIPES IN COOL DISHES
Serial Number:	85090527	TASTY TOTABLE
Serial Number:	85090836	MAKE IT, BAKE IT, AND TAKE IT
Serial Number:	85123157	OLD WORLD

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8144  
 Email: eileen.sullivan@bingham.com  
 Correspondent Name: Eileen Sullivan

OP \$190.00 3145875

TO: EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

Address Line 1:	Bingham McCutchen LLP
Address Line 2:	One Federal Street
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	3145875
NAME OF SUBMITTER:	Amy Mughnerini
Signature:	/amy mughnerini/
Date:	10/21/2010
Total Attachments: 5 source=Security Agreement - Trademarks#page1.tif source=Security Agreement - Trademarks#page2.tif source=Security Agreement - Trademarks#page3.tif source=Security Agreement - Trademarks#page4.tif source=Security Agreement - Trademarks#page5.tif	

TO: EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

Execution Version

**GRANT OF SECURITY INTEREST  
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

**THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES)** is dated as of October 18, 2010, between Temp-Tations LLC, a Delaware limited liability company having its chief executive office at 62 Leone Lane, Chester, New York 10918 (the "Assignor"), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, having a representative office at 1114 Avenue of the Americas, 30th Floor, New York, New York 10036, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Senior Secured Revolving Credit Agreement, dated as of October 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Assignor, Temp-tations Holdings LLC, a Delaware limited liability company ("Holdings"), the Purchasers named therein and the Collateral Agent named therein, the Secured Parties have agreed to make certain extensions of credit to or for the Assignor's benefit in the amounts and manner set forth in the Credit Agreement and the other Transaction Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of a Security Agreement, dated as of October 18, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to make, extend and maintain the Credit to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Parties to enter into the Credit Agreement and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, on behalf

TRADEMARK

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of and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedules A* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence or effect such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

TO: EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

## ASSIGNOR:

TEMP-TATIONS LLC,

a Delaware limited liability company

By: 

Name:

Tara E. McConnell

Title:

President

*Signature Page to Grant of Security Interest (Trademarks, Service Marks and Trade Names) - Temp-Tattons LLC*


TRADEMARK

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TO:EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

ASSIGNEE:

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA, as Collateral  
Agent

By: 

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Name: Eric R. Seward  
Title: Vice President

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*Signature Page to Grant of Security Interest (Trademarks, Service Marks and Trade Names) - Temp-Tattoos LLC*

TO: EILEEN SULLIVAN COMPANY: BINGHAM MCCUTCHEN LLP

## SCHEDULE A

## U.S. TRADEMARKS

Description	Country	Trademark	Registration # or Application #
Temp-tations	US	Trademark	3,145,875
Tem-ptation Country Lace	US	Trademark	3,529,117
LID-IT Trademark	US	Trademark	77723,281
Hot Recipes in Cool Dishes	US	Trademark	77843,723
Tasty Totable	US	Trademark	85/090,527
Make It, Bake It, and Take It	US	Trademark	85,090,836
Old World	US	Trademark	85/123,157
Tem-ptations	Europe	Trademark	004 982 168
Temp-tations	Canada	Trademark	TMA752,314

Schedule A-1

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