

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harry's Finance, Inc.		11/12/2010	CORPORATION: DELAWARE
The Harris Soup Company		11/12/2010	CORPORATION: OREGON
Harry's Real Estate Partners, L.L.C.		11/12/2010	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	Fresh Foods Finance, Ltd., as Holder
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	Exempted Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2221780	STEAKMAN JACK'S
Registration Number:	2371273	DAD'S BATHTUB
Registration Number:	2524452	HEAVEN'S DELIGHT
Registration Number:	3028620	BAD JACK'S
Registration Number:	3054527	SMOKIN' STAMPEDE
Registration Number:	3167028	HARRY'S
Registration Number:	3180733	JUMPIN' JILLIE'S
Registration Number:	3573385	HARRY'S FRESH FOODS
Registration Number:	3796044	HARRY'S FRESH FOODS HEALTHY BISTRO

CORRESPONDENCE DATA

Fax Number: (202)739-3001

900177295

**TRADEMARK
 REEL: 004413 FRAME: 0455**

CH \$240.00 2221780

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5723
Email: chimmelfarb@morganlewis.com
Correspondent Name: Carolyn Himmelfarb
Address Line 1: 1111 Pennsylvania Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052735-0182
NAME OF SUBMITTER:	Carolyn Himmelfarb
Signature:	/Carolyn Himmelfarb/
Date:	11/12/2010

Total Attachments: 23

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Agreement"), dated as of November 12, 2010, by and between (i) HARRY'S FINANCE, INC., a Delaware corporation ("Harry's Finance"), THE HARRIS SOUP COMPANY, an Oregon corporation ("Harris Soup"), HARRY'S REAL ESTATE PARTNERS, L.L.C., an Oregon limited liability company ("Harry's Real Estate"), and each other Additional Assignor that becomes party hereto pursuant to Section 24 hereof (Harry's Finance, Harris Soup, Harry's Real Estate and each such Person hereinafter collectively referred to as the "Assignors" and, each individually, an "Assignor"), and (ii) FRESH FOODS FINANCE, LTD., a Cayman Islands exempted company (together with any transferee permitted under the terms of the Note (as defined below), the "Holder").

WHEREAS, it is a condition precedent to the Holder making any loans or otherwise extending credit to the Assignors under the Secured Promissory Note of even date herewith (as the same may be amended, amended and restated, refinanced, supplemented or otherwise modified from time to time, the "Note") that each Assignor execute and deliver to the Holder, a trademark agreement in substantially the form hereof;

WHEREAS, each Assignor has executed and delivered to the Holder, the Security Agreement (as defined in the Note), pursuant to which such Assignor has granted to the Holder, a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Note); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Note and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of any Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Holder to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the applicable Assignor or the Holder, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the applicable Assignor or the Holder for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the applicable Assignor or its business or for the direct or indirect benefit of such Assignor

or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

2. GRANT OF SECURITY INTEREST.

2.1. SECURITY INTEREST; ASSIGNMENT OF MARKS. As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Holder, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Holder. In addition, each Assignor has executed in blank and delivered to the Holder an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Holder to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Holder's remedies under this Trademark Agreement and the Security Agreement.

2.2. CONDITIONAL ASSIGNMENT. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Holder, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Holder at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Holder) upon an Event of Default for which acceleration of the Loans is automatic under the Note or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by such Assignor to the Holder or its nominee in lieu of foreclosure).

2.3. SUPPLEMENTAL TO SECURITY AGREEMENT. Pursuant to the Security Agreement, each Assignor has granted to the Holder, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Holder in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Holder in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code ("UCC") (including the security interest in the Pledged Marks), or any present or future rights and interests of the Holder in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the UCC. Any and all rights and interests of the Holder in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Holder (and the obligations of such Assignor) in, to or with respect to the

Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Holder a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State for the State of New York under the UCC and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (B) for the perfection of or the exercise by the Holder of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Each Assignor hereby grants to the Holder and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of

the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Holder's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of each Assignor's business consistent with its past practices, such Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. AFTER-ACQUIRED TRADEMARKS. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Holder notice thereof in writing and execute and deliver to the Holder such documents or instruments as the Holder may reasonably request further to implement, preserve or evidence the Holder's interest therein.

6.2. AMENDMENT TO SCHEDULE. Each Assignor authorizes the Holder to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

7. TRADEMARK PROSECUTION.

7.1. ASSIGNORS RESPONSIBLE. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Holder harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Holder in connection with the Holder's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, each Assignor shall retain trademark counsel acceptable to the Holder.

7.2. ASSIGNORS' DUTIES, ETC. Each Assignor shall have the right and the duty, through trademark counsel acceptable to the Holder, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne the applicable Assignor. No Assignor shall abandon any

filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Holder, which consent shall not be unreasonably withheld.

7.3. ASSIGNORS' ENFORCEMENT RIGHTS. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each Assignor may require the Holder to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Holder is completely satisfied that such joinder will not subject the Holder to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Holder for all damages, costs and expenses, including legal fees, incurred by the Holder pursuant to this Section 7.3.

7.4. PROTECTION OF TRADEMARKS, ETC. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Each Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. NOTIFICATION BY ASSIGNORS. Promptly upon obtaining knowledge thereof, each Assignor will notify the Holder in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Holder to dispose of any of the Pledged Trademarks or the rights and remedies of the Holder in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Holder shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2, the Note, the Security Agreement and the other documents delivered in connection with the Note, those allowed by law and the rights and remedies of a secured party under the UCC as enacted in the State of New York, and, without limiting the generality of the foregoing, the Holder may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Holder in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the applicable Assignor at least five (5)

days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which such Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Holder may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of such Assignor shall be breached, the Holder, in its own name or that of such Assignor (in the sole discretion of the Holder), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Assignor agrees promptly to reimburse the Holder for any cost or expense incurred by the Holder in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Holder (and any officer or agent of the Holder as the Holder may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Holder to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Holder to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Holder from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Holder under this power of attorney (except for the Holder's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Holder may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Holder the grant, perfection and priority of the Holder's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Holder shall, upon the written request and at the expense of each Assignor, execute and deliver to such Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in such Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Holder by such Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Holder pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between any Assignor and the Holder, nor any failure to exercise, nor any delay in exercising, on the part of the Holder, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Holder in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the applicable Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by each Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate set forth in Section 7(b)(i) of the Note.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE HOLDER DOES NOT ASSUME ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION

OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND SUCH ASSIGNOR SHALL INDEMNIFY THE HOLDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE HOLDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in Section 14 of that certain Securities Pledge Agreement dated as of the date hereof by and between Harry's Finance and the Holder.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Holder and the Assignor, except as provided in §6.2. The Holder shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Holder. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each Assignor agrees that any action or claim arising out of any dispute in connection with this Trademark Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations hereunder may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon each Assignor by mail at by mail at the address specified in Section 17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS TRADEMARK AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition

to, actual damages. Each Assignor (i) certifies that neither the Holder nor any representative, agent or attorney of the Holder has represented, expressly or otherwise, that the Holder would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Note and the other documents delivered in connection with the Note to which the Holder is a party, the Holder is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Holder and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Note, or between this Trademark Agreement and the Security Agreement, the provisions of the Note or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

22. COUNTERPARTS; INTEGRATION; EFFECTIVENESS.

This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Agreement and the other documents delivered in connection with the Note constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

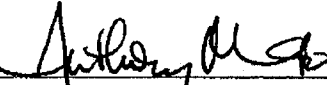
23. ADDITIONAL ASSIGNORS.

Any Subsidiary of any Assignor (each an "Additional Assignor") may hereafter become a party to this Trademark Agreement by executing a counterpart hereof or a joinder agreement, in each case in form and substance reasonably satisfactory to the Holder, and there shall be no need to re-execute, amend or restate this Trademark Agreement in connection therewith. Upon such execution and delivery by any Additional Assignor, notice of which is hereby waived by the Assignors, such Additional Assignor shall be deemed to have made the representations and warranties set forth herein as of such time of such Additional Assignor's execution thereof, and shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Assignor had executed this Trademark Agreement as of the Closing Date, and the Holder, shall be entitled to all of the benefits of such Additional Assignor's obligations hereunder.

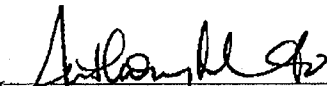
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound, each Assignor has caused this Trademark Agreement to be duly executed as of the date first above written.

HARRY'S FINANCE, INC.,
a Delaware corporation

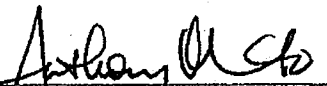
By: 
Name: Anthony Muscato
Title: Chief Executive Officer

THE HARRIS SOUP COMPANY,
an Oregon corporation

By: 
Name: Anthony Muscato
Title: Chief Executive Officer

HARRY'S REAL ESTATE PARTNERS, L.L.C.,
an Oregon limited liability company

By: Harry's Finance, Inc.
Its: Manager

By: 
Name: Anthony Muscato
Title: Chief Executive Officer

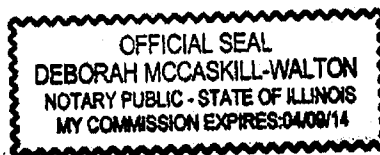
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 11th day of November, 2010, before me, the undersigned notary public, personally appeared Anthony Muscato, proved to me through satisfactory evidence of identification, which were Nursis License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Chief Executive Officer of each of (i) The Harris Soup Company, an Oregon corporation, and (ii) Harry's Finance, Inc., a Delaware corporation).

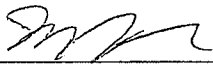
Deborah McCaskill-Walton
(official signature and seal of notary)

My commission expires:



Accepted and Agreed:

FRESH FOODS FINANCE, LTD.,
as Holder

By: 
Name: M. Steven Liff
Its: Director

[Signature Page to Trademark Collateral Security and Pledge Agreement]

TRADEMARK
REEL: 004413 FRAME: 0470

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this ___ day of November, 2010, before me, the undersigned notary public, personally appeared M. Steven Liff, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose (as Director for Fresh Foods Finance, Ltd., a Cayman Islands exempted company).

*See attached
Acknowledgment*

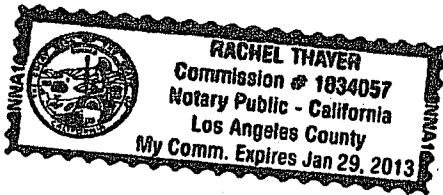
(official signature and seal of notary)

My commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
 County of Los Angeles }
 On November 11, 2010 before me, Rachel Thayer, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared M. Steven Litt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark or <u>Service Mark</u>	Registrations - United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
STEAKMAN JACK'S	2,221,780	February 2, 1999
DAD'S BATHTUB	2,371,273	July 25, 2000
HEAVEN'S DELIGHT	2,524,452	January 1, 2002
BAD JACK'S	3,028,620	December 13, 2005
SMOKIN' STAMPEDE	3,054,527	January 31, 2006
HARRY'S Plus Design	3,167,028	November 7, 2006
JUMPIN' JILLIE'S	3,180,733	December 5, 2006
HARRY'S FRESH FOOD Plus Design	3,573,385	February 10, 2009
HARRY'S FRESH FOODS HEALTHY BISTRO Plus Design	3,796,044	June 1, 2010

Trademark or <u>Service Mark</u>	Registration -- Oregon State Registration	
	<u>Registration No.</u>	<u>Registration Date</u>
HARRY'S (Stylized)	T37079	September 3, 2003

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

NONE

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [_____] , a corporation organized and existing under the laws of the State of [_____] , having a place of business at [_____] (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [_____] , a [_____] organized and existing under the laws of the State of [_____] , having a place of business at [_____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this [__] day of [____], 20[___].

[ASSIGNOR]

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the [] day of [], 20[].

[ASSIGNEE]

By: _____
Its:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

(official signature and seal of notary)

My commission expires:

ANNEX

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
STEAKMAN JACK'S	2,221,780	February 2, 1999
DAD'S BATHTUB	2,371,273	July 25, 2000
HEAVEN'S DELIGHT	2,524,452	January 1, 2002
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SMOKIN' STAMPEDE	3,054,527	January 31, 2006
HARRY'S Plus Design	3,167,028	November 7, 2006
JUMPIN' JILLIE'S	3,180,733	December 5, 2006
HARRY'S FRESH FOOD Plus Design	3,573,385	February 10, 2009
HARRY'S FRESH FOODS HEALTHY BISTRO Plus Design	3,796,044	June 1, 2010

<u>Trademark</u> or <u>Service Mark</u>	Registration --	
	Oregon State <u>Registration No.</u>	<u>Registration Date</u>
HARRY'S (Stylized)	T37079	September 3, 2003

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

NONE

[List chronologically in ascending numerical order]