TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Debt)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Panos Brands, LLC		12/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 109047
Internal Address:	Attention: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	85045218	A LITTLE LOVE GOES A LONG WAY
Registration Number:	2317663	AMORE
Registration Number:	2276209	BETTER THAN ICE CREME
Registration Number:	1828468	BETTER THAN MILK
Registration Number:	1612225	CHATFIELD'S
Registration Number:	2315664	DOWNEY'S ORIGINAL
Registration Number:	2765182	GREAT EXPECTATIONS
Registration Number:	2568429	HOME AGAIN
Registration Number:	3716769	HONEY BITZZZZZ
Registration Number:	3794443	HAVE MORE FUN WITH YOUR HONEY!
Registration Number:	0976038	KA-ME
Registration Number:	1972148	KA-ME
Serial Number:	85045230	KA-ME

CH $790.00 85045218

Registration Number:	3554860	MI-DELICIOUS
Registration Number:	1952904	MI-DEL
Registration Number:	2639073	MR. SPRINKLES
Serial Number:	85045223	PANOS BRANDS
Registration Number:	1779075	PORT ARTHUR
Registration Number:	2187881	SESMARK
Serial Number:	85060498	SOY KAAS
Registration Number:	1686574	SOYA KAAS
Registration Number:	2385672	SWAN GARDENS
Registration Number:	1668642	TAP'N APPLE
Registration Number:	1807738	TOFU RELLA
Serial Number:	85045226	
Registration Number:	2641538	VEGIE KAAS
Serial Number:	85045182	VEGAN RELLA
Registration Number:	2714408	YANKEE CLIPPER
Registration Number:	1281793	ZAPATA
Registration Number:	1880765	ZAPATA
Registration Number:	2369884	

CORRESPONDENCE DATA

Fax Number: (202)533-9099

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

Phone: 202-467-8856

Email: iplaw@vorys.com, rsdonnell@vorys.com, jspiantanida@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: 1909 K Street NW -- 9th Floor

Address Line 2: Attn: Richard S. Donnell, Esq.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	005252-709/1707/PANOSSUB
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	12/27/2010

Total Attachments: 13

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EXECUTION VERSION

A FIFTH THIRD BANCORP BANK

TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2010 (the "Effective Date"), is entered into by and between **PANOS BRANDS, LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 160 Pehle Avenue/Park 80 East Suite 204, Saddle Brook, New Jersey 07663, and **FIFTH THIRD BANK**, an Ohio banking corporation, for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of all of the Obligations.

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each U.S. federally registered mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Senior Subordinated Credit Agreement dated of even date herewith between Debtor (as successor by merger to PANOS Acquisition Company, a Delaware corporation) and Secured Party (as the same may be amended, renewed, consolidated, restated or

replaced from time to time, the "Credit Agreement"). All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b) herein.

(b) If an Event of Default has occurred and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Trademark License terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revest with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Secured Party to make the Loan and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are true, in all material respects, in each case as of the date hereof and as of each date hereafter on which each representation and warranty set forht in the FTSFG Senior Debt Credit Agreement is required to be, or is deemed to be, remade pursuant thereto:

(a) Except for the security interest hereby granted, the Liens in favor of FTMFG under the FTMFG Subordinated Debt Documents existing as of the Closing Date, and as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

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(b) Set forth in Schedule I is, as of the date hereof, a complete and accurate list of all U.S. federally registered Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, as of the date of this Agreement, each Trademark is subsisting and has not been adjudged invalid, unregisterable or unenforceable, in whole or in part, and each application for any Trademark is valid, registered or registerable and enforceable. To Debtor's knowledge, there have been no prior uses of any item of the Trademark Collateral which could reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. Debtor is in compliance in all material respects with all Trademark License Rights, except (i) as of the Closing Date, as described on Schedule I and (ii) as of any date after the Closing Date, for such violations, if any, which could not reasonably be expected to have a Material Adverse Effect; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not given notice of a claim thereof against Debtor) are fully paid, performed and satisfied and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral; *provided* that so long as (1) FTSFG is an Affiliate of Secured Party and has the right to request current lists of the Trademark Collateral in accordance with the FTSFG Senior Debt Documents and (2) no Event of Default has occurred, Secured Party will not

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additionally request any current list of Trademark Collateral from Debtor but may instead rely on the current lists of Trademark Collateral requested and received by FTSFG;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, which is not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, in each case which is material to the business;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received or is otherwise known to Debtor, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; (ii) when any material item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (iv) that Debtor is or potentially could be in material default of any of the Trademark License Rights ;

(e) Debtor will promptly notify Secured Party if Debtor has knowledge that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

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(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its business, except where the failure to do so could not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark;

(h) Debtor will pay all reasonable out-of-pocket expenses and reasonable attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral; and

(i) Notwithstanding anything to the contrary herein, any provision hereof that requires Debtor to (i) deliver any Trademark Collateral to Secured Party or (ii) provide Secured Party with control (within the meaning of the Uniform Commercial Code) over such Trademark Collateral may be satisfied by (1) the delivery of such Trademark Collateral by Debtor to FTSFG under the FTSFG Senior Debt Documents and (2) providing that FTSFG be provided with such control with respect to such Trademark Collateral of Debtor, until, in each case, the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Credit Agreement has terminated. Notwithstanding anything to the contrary herein, any notice required to be delivered by Debtor to Secured Party under this Section 6 shall be deemed timely delivered if such notice is timely delivered by Debtor to FTSFG under Section 6 of the Trademark Security Agreement (as such term is defined in the FTSFG Senior Debt Credit Agreement), until, in each case, the FTSFG Senior Debt has been paid in full and the FTSFG Senior Debt Credit Agreement has terminated.

7. POWER OF ATTORNEY: Debtor hereby authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuation of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.

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It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) Upon the occurrence and during the continuation of an Event of Default, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will, after payment in full of all Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuation of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons

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obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement; *provided that* nothing herein or in any of the Loan Documents shall be construed to supersede, or to have merged into, any of the FTSFG Senior Debt Documents, all of which will remain in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that: (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence,

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protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Security Agreement or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(g) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party, therefore; Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(j) This Agreement will terminate ("Termination") on the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not given notice of a claim thereof against Debtor. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging

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such release and shall deliver UCC termination statements and releases to any filings with the U.S. Patent and Trademark Office with respect to its Liens on the Trademark Collateral pursuant to this Agreement.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

PANOS BRANDS, LLC

By: _____
Name: William C. Connell
Title: Vice President and Secretary

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(PANOS BRANDS – SENIOR SUBORDINATED)

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective at all times on and after the Effective Time of the Merger.

PANOS BRANDS, LLC

By:_____
Name: William C. Connell
Title: Vice President and Secretary

FIFTH THIRD BANK

By:_____
Harrison S. Mullin, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(PANOS BRANDS – SENIOR SUBORDINATED)

SCHEDULE I

TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

Mark	Serial No./ Reg. No.	Date of Registration/Date of Filing
A LITTLE LOVE GOES A LONG WAY	App. 85/045218	05/21/2010
AMORE *stylized*	2317663	2/15/2000
BETTER THAN ICE CRÈME?	2276209	09/7/1999
BETTER THAN MILK	1828468	3/29/1994
CHATFIELD'S	1612225	9/4/1990
DOWNEY'S ORIGINAL	2315664	2/8/2000
GREAT EXPECTATIONS	2765182	9/16/2003
HOME AGAIN	2568429	5/7/2002
HONEY BITZZZZZ and Design	3716769	11/24/2009
HAVE MORE FUN WITH YOUR HONEY!	3794443	5/25/2010
KA-ME *stylized*	0976038	1/1/1974
KA-ME *stylized*	1972148	5/7/1996
KA-ME	App. 85/045230	5/21/2010
MI-DELICIOUS	3554860	12/30/2008
MI-DEL	1952904	12/30/1996
MR. SPRINKLES and Design	2639073	10/22/2002
PANOS BRANDS	App. 85/045223	5/21/2010
PORT ARTHUR	1779075	6/29/1993
SESMARK	2187881	9/8/1998
SOY KAAS	App. 85/060498	6/11/2010
SOYA KAAS	1686574	5/12/1992
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TAP 'N APPLE	1668642	12/17/1991
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Mark	Serial No./ Reg. No.	Date of Registration/Date of Filing
BUNDT CAKE DESIGN	2369884	7/25/2000

U.S. Trademarks That Are Being Abandoned

Mark	Serial No./ Reg. No.
BALANCED	1596670
SESAME GOODNESS STRAIGHT FROM THE HEARTLAND	App. 85045196
PORT ARTHUR	2869616

Trademark Licenses

None.