

**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
The Harris Soup Company		12/23/2010	CORPORATION: OREGON
Harry's Real Estate Partners, L.L.C.		12/23/2010	LIMITED LIABILITY COMPANY: OREGON
Harry's Finance, Inc.		12/23/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	First Niagara Bank, N.A.
Street Address:	11 Stanwix Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Institute: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3028620	BAD JACK'S
Registration Number:	2524452	HEAVEN'S DELIGHT
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:	2221780	STEAKMAN JACK'S
Registration Number:	2371273	DAD'S BATHTUB
Registration Number:	3796044	HARRY'S FRESH FOODS HEALTHY BISTRO

**CORRESPONDENCE DATA**

Fax Number: (412)209-0672

**900181726**

**TRADEMARK  
 REEL: 004456 FRAME: 0343**

**CH \$240.00 3028620**

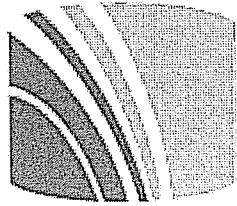
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4122974900  
Email: iptrademark@cohenlaw.com  
Correspondent Name: Christine W. Trebilcock, Cohen & Grigsby  
Address Line 1: 625 Liberty Avenue  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	17800.0011 (ASSIGN)
NAME OF SUBMITTER:	Christine W. Trebilcock
Signature:	/Christine W. Trebilcock/
Date:	01/19/2011

**Total Attachments: 7**

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**FIRST  
NIAGARA**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated effective December 23, 2010, by THE HARRIS SOUP COMPANY, an Oregon corporation (“**HSC**”), HARRY’S REAL ESTATE PARTNERS, L.L.C., an Oregon limited liability company (“**HREP**”), and HARRY’S FINANCE, INC. (together with HSC and HREP, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of FIRST NIAGARA BANK, N.A. (the “**Lender**”)

WITNESSETH

WHEREAS, each Grantor has entered into that certain Credit Agreement (the Credit Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the “**Credit Agreement**”) dated effective December 23, 2010, by and among Grantors and Lender;

WHEREAS, each Grantor has entered into a Security Agreement (the Security Agreement together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto and thereof is referred to as the “**Security Agreement**”), dated as of the date hereof pursuant to which certain obligations owed to the Lender is secured;

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Lender this Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Lender a security interest in substantially all the assets of such Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Intellectual Property, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Lender a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to (a) all of its Intellectual Property, including without limitation all of the Intellectual Property referred to on Exhibit A annexed hereto, together with all goodwill associated therewith, and (b) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past,

present or future infringement of any Intellectual Property, including, without limitation, any Intellectual Property referred to in Exhibit A annexed hereto, any Patent, Trademark, or Copyright application including, without limitation, any such application referred to in Exhibit A annexed hereto, and any Intellectual Property licensed under any Intellectual Property licenses referred to in Exhibit A annexed hereto (items (a) and (b) being herein collectively referred to as the “**Intellectual Property Collateral**”).

Nothing herein shall be construed as an assignment of any Patent, Trademark or Copyright application of any Grantor to Lender. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. Capitalized terms used in this Agreement as defined terms which are not defined herein but which are defined in the Credit Agreement or Security Agreement shall have the meanings herein which are given to them in the Credit Agreement or Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunder as of the date first written above.

THE HARRIS SOUP COMPANY

By: Anthony Muscato

Name: Anthony Muscato

Title: Chief Executive Officer

HARRY'S REAL ESTATE PARTNERS,  
L.L.C.

By: HARRY'S FINANCE, INC., as sole  
member and manager

By: Anthony Muscato

Name: Anthony Muscato

Title: Chief Executive Officer

HARRY'S FINANCE, INC.

By: Anthony Muscato

Name: Anthony Muscato

Title: Chief Executive Officer

TRADEMARK

REEL: 004456 FRAME: 0347

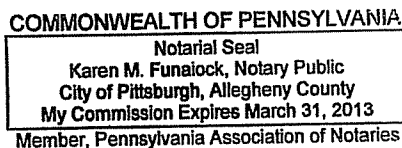
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 23<sup>rd</sup> day of December, 2010, before me, a Notary Public, the undersigned officer personally appeared Anthony Muscato, known to me (or satisfactorily proven) to be the Chief Executive Officer of THE HARRIS SOUP COMPANY (“Company”), and that in such capacity, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen M. Funaiock  
Notary Public

MY COMMISSION EXPIRES:



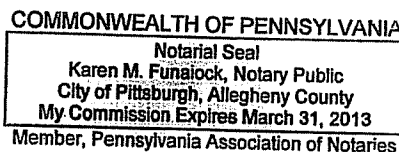
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 23<sup>rd</sup> day of December 23, 2010, before me, a Notary Public, the undersigned officer personally appeared Anthony Muscato, known to me (or satisfactorily proven) to be the Chief Executive Officer of HARRY’S FINANCE, INC., the sole member and manager of HARRY’S REAL ESTATE PARTNERS, L.L.C. (“Company”), and that in such capacity, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen M. Funaiock  
Notary Public

MY COMMISSION EXPIRES:

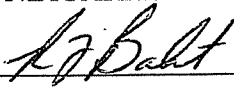




[Additional Signature Page to Intellectual Property Security Agreement]

Acknowledged:

FIRST NIAGARA BANK, N.A.

By: 

Name: Robert Balint

Title: Vice President



EXHIBIT A

EXHIBIT A

INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Owner</u>	<u>Mark</u>	<u>Reg No. and Date</u>	<u>Int'l Class</u>	<u>1<sup>st</sup> Use Date</u>
The Harris Soup Company	Bad Jack's	3028620 12/13/05	29	4/30/02
The Harris Soup Company	Heaven's Delight	2524452 01/01/02	30	11/30/99
The Harris Soup Company	Smokin' Stampede	3054527 1/31/06	29	8/31/04
The Harris Soup Company	Harry's and Design	3167028 11/7/06	29/30	4/1/86
The Harris Soup Company	Jumpin' Jillie's	3180733 12/5/06	29	11/30/05
The Harris Soup Company	Harry's Fresh Foods and Design	3573385 12/5/06	29/30	7/31/08
The Harris Soup Company	Steakman Jack's	2221780 2/02/99	29	8/31/93
The Harris Soup Company	Dad's Bathtub	2371273 7/25/00	29	8/27/94
The Harris Soup Company	Harry's	T37079 9/9/03	129 130	4/1/86
The Harris Soup Company	Harry's Fresh Foods Healthy Bistro (and Design)	3796044 6/1/10	29/30	9/30/07

REDACTED