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
INDEPENDENT FOOD CORPORATION		02/03/2011	CORPORATION: IDAHO

RECEIVING PARTY DATA

Name:	MARQUETTE BUSINESS CREDIT, INC.
Street Address:	333 S. Grand Ave., Suite 2350
Internal Address:	Attn: Portfolio Manager
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3490339	OLD FASHIONED RECIPE
Registration Number:	3135730	SALMON CREEK FARMS
Registration Number:	1134247	FALLS BRAND

CH $90.00 3490339

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton, LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	13EB-153164

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	02/22/2011

Total Attachments: 11
source=Independent Food Corp - TMSA#page1.tif
source=Independent Food Corp - TMSA#page2.tif
source=Independent Food Corp - TMSA#page3.tif
source=Independent Food Corp - TMSA#page4.tif
source=Independent Food Corp - TMSA#page5.tif
source=Independent Food Corp - TMSA#page6.tif
source=Independent Food Corp - TMSA#page7.tif
source=Independent Food Corp - TMSA#page8.tif
source=Independent Food Corp - TMSA#page9.tif
source=Independent Food Corp - TMSA#page10.tif
source=Independent Food Corp - TMSA#page11.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 03, 2011, is entered into between INDEPENDENT FOOD CORPORATION, an Idaho corporation ("Debtor"), having an office at 1968 Orchard Drive East, Twin Falls, Idaho 83301, and MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation, having an office at 333 South Grand Avenue, Suite 2350, Los Angeles, California 90071 ("Secured Party"), with reference to the following facts:

RECITALS

A. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications described in Schedule A annexed hereto and made a part hereof.

B. Debtor and Secured Party are parties to that certain Loan and Security Agreement, of even date herewith, (as it has been or may be renewed, extended, amended, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Secured Party has provided certain credit facilities to Debtor.

C. In order to induce Secured Party to provide financing to Debtor, Debtor has agreed to enter into this Agreement with Secured Party.

D. The Loan Agreement is secured by this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles, design marks and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

TRADEMARK
REEL: 004483 FRAME: 0681

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

(a) Except as set forth in Schedule A, all of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interest granted hereunder. Debtor will, at Debtor's expense, and in Debtor's reasonable business judgment, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule B hereto and Permitted Liens (as defined in the Loan Agreement).

(b) Except for Permitted Liens, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

(c) Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to have this Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(d) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party four (4) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

(e) Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend

TRADEMARK
REEL: 004483 FRAME: 0682

or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees; provided that Secured Party provides Debtor five (5) Business Days (as defined in the Loan Agreement) prior written notice of its intention to so act, except upon Secured Party's exercise of remedies in connection with an ongoing Event of Default, unless Secured Party's actions are purely associated with the preservation of Secured Party's lien on such Collateral (as opposed to the preservation of the Collateral itself) including, without limitation, the filing of security agreements, security agreement amendments, filing of other security agreement related documents, or payment of any associated fees and costs. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(f) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A annexed hereto.

(g) Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(h) In Debtor's reasonable business judgment, Debtor has not abandoned any of the Trademarks material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby any such material Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may make use of any Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor.

TRADEMARK
REEL: 004483 FRAME: 0683

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

(f) In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

TRADEMARK
REEL: 004483 FRAME: 0684

5. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor:	Independent Food Corporation 1968 Orchard Drive East Twin Falls, Idaho 83301 Attn: Patrick Florence
If to Secured Party:	Marquette Business Credit, Inc. 333 South Grand Avenue, Suite 2350 Los Angeles, California 90071 Attn: Portfolio Manager
With a copy to:	Sheppard, Mullin, Richter & Hampton, LLP 333 South Hope Street, 43rd Floor Los Angeles, California 90071 Attn: Kyle J. Mathews, Esq.

(c) In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

(d) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No

TRADEMARK
REEL: 004483 FRAME: 0685

provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) The security interest granted to Secured Party shall terminate upon the termination of the Loan Agreement and the indefeasible payment in full to Secured Party of all Obligations thereunder.

(g) THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICTS OF LAWS. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

(h) THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NON-JURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY (TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW) OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF

TRADEMARK
REEL: 004483 FRAME: 0686

THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Remainder of Page Intentionally Left Blank]

TRADEMARK
REEL: 004483 FRAME: 0687

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

INDEPENDENT FOOD CORPORATION,
an Idaho corporation

By: _____
Name: Patrick Florence
Title: President

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.,
a Minnesota corporation

By: _____
Name: Vard Griffith
Title: Vice President

TRADEMARK
REEL: 004483 FRAME: 0688

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF IDAHO)
) ss.:
COUNTY OF TWINS FALLS)

KNOW ALL MEN BY THESE PRESENTS, that INDEPENDENT FOOD CORPORATION, an Idaho corporation (hereinafter "Debtor"), hereby appoints and constitutes MARQUETTE BUSINESS CREDIT, INC., a Minnesota corporation ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, of even date herewith, by and between Debtor and Secured Party (as the same may be amended, restated, renewed, extended, modified, or otherwise supplemented from time to time, the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of February 03, 2011

INDEPENDENT FOOD CORPORATION,
an Idaho corporation

By: _____
Name: Patrick Florence
Title: President

TRADEMARK
REEL: 004483 FRAME: 0689

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Filing Office	Serial Number	Registration Number
Old Fashioned Recipe	USPTO	78743448	3490339
Salmon Creek Farms	USPTO	78714537	3135730
Falls Brand	USPTO	73191567	1134247

TRADEMARK
REEL: 004483 FRAME: 0690

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.

RECORDED: 02/22/2011

TRADEMARK
REEL: 004483 FRAME: 0691