

**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
Discovery Foods, LLC		02/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	712 Main Street
Internal Address:	Floor 7 North
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3050596	
Registration Number:	3050732	
Registration Number:	3269472	
Registration Number:	2147437	LING LING
Registration Number:	2353839	LING LING
Registration Number:	3032244	LING LING
Registration Number:	3032370	LING LING
Registration Number:	3032245	LING LINGS
Registration Number:	3131139	LING LINGS
Registration Number:	3134334	LING LINGS
Registration Number:	2866509	SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE
Registration Number:	3812201	VIP SUPREME
Serial Number:	77799529	TORPEDOES

OP \$390.00 3050596

Serial Number:	77799550	TORPEDOZ
Serial Number:	77572387	VIP SUPREME

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-3175  
Email: jnull@stblaw.com  
Correspondent Name: Parijat Sharma  
Address Line 1: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0015
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	02/24/2011

**Total Attachments: 8**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 16, 2011 is made by DISCOVERY FOODS, LLC, a Delaware limited liability company, located at 2395 American Avenue, Hayward, California 94545 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 712 Main Street, Floor 7 North, Houston, Texas 77002, as administrative agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, Windsor Quality Food Company Ltd., a limited partnership formed under the laws of the State of Texas, (the "Borrower"), Windsor Quality Holdings LP, a limited partnership formed under the laws of the State of Delaware ("Holdings"), the Lenders, the Agent and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of February 16, 2011 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DISCOVERY FOODS, LLC,  
as Grantor

By: 

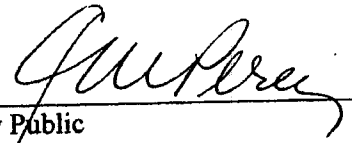
Name: Manuel Martinez

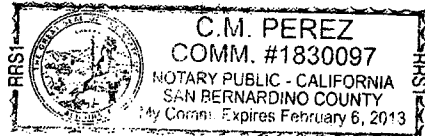
Title: CTO

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN BERNARDINO

On the 14 day of February, 2011, before me personally came Marvel Martinez, who is personally known to me to be the CHIEF FINANCIAL OFFICER of DISCOVERY FOODS, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that ~~she~~/he is the CHIEF FINANCIAL OFFICER in such company, the company described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the members of such company; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public



JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

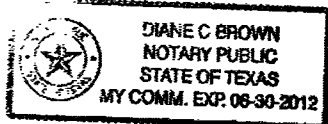
By: Nataly M  
Name: Nataly M. Marks  
Title: Senior Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas )  
 ) ss  
COUNTY OF Warr

On the 15<sup>th</sup> day of February, 2011 before me personally came Natalia Marsh, who is personally known to me to be the SVP of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the SVP in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Diane C. Brown  
Notary Public



(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>	<b>OWNER</b>
[Design Only]	3,050,596	78553730	Discovery Foods, LLC
[Design Only]	3,050,732	78557044	Discovery Foods, LLC
[Design Only]	3,269,472	78596816	Discovery Foods, LLC
LING LING	2,147,437	75229778	Discovery Foods, LLC
LING LING	2,353,839	75771440	Discovery Foods, LLC
LING LING	3,032,244	78536220	Discovery Foods, LLC
LING LING	3,032,370	78557010	Discovery Foods, LLC
LING LINGS	3,032,245	78536256	Discovery Foods, LLC
LING LINGS	3,131,139	78566581	Discovery Foods, LLC
LING LINGS	3,134,334	78596804	Discovery Foods, LLC
SPAZZIO AN EXQUISITE ITALIAN EXPERIENCE	2,866,509	78090716	Discovery Foods, LLC
TORPEDOES	N/A	77799529	Discovery Foods, LLC
TORPEDOZ	N/A	77799550	Discovery Foods, LLC

VIP SUPREME	3,812,201	77979609	Discovery Foods, LLC
VIP SUPREME	N/A	77572387	Discovery Foods, LLC

**Exclusive Licenses in U.S. Trademarks and Trademark Applications**

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>TITLE</u>	<u>NAME OF LICENSE</u>	<u>DATE OF LICENSE</u>
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NONE.