

**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, Inc.		02/16/2011	CORPORATION: OKLAHOMA

**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: 26**

Property Type	Number	Word Mark
Registration Number:	1987014	BASIC VALUE
Registration Number:	1962750	BEIJING
Registration Number:	1198115	FOOD TREND
Registration Number:	1952946	FRESHER THAN FRESH
Registration Number:	1991700	FRESHER THAN FRESH
Registration Number:	2000563	MANDARIN
Registration Number:	1807748	QUICK OVEN CRISPY
Registration Number:	3118201	STEAMWORKS
Registration Number:	3906499	STIR FRY CREATIONS
Registration Number:	3906500	STIR FRY CREATIONS FOR TWO
Registration Number:	2507358	TAI PEI
Registration Number:	2610017	TAI PEI
Registration Number:	0899312	V. I. P.

900184874

**TRADEMARK**  
 REEL: 004485 FRAME: 0920

OP \$665.00 1987014

Registration Number:	1499788	VIP
Registration Number:	0899311	VIP
Registration Number:	1793769	VIP FRANCISCAN
Registration Number:	1443442	VIP FRESHER THAN FRESH
Registration Number:	1825900	VIP HOME FIXIN'S
Registration Number:	1679556	VIP MANDARIN
Registration Number:	2079527	VIP QUALITY PLUS
Registration Number:	1694652	VIP QUICKFIX FROZEN FRESH GRADE A FANCY
Registration Number:	2066150	VIP STIR-FRY HUNAN
Registration Number:	1982085	VIP STIRFRY LO MEIN
Registration Number:	1478856	VIP VEGGIE COMBOS
Registration Number:	0899805	WHIP-EE
Serial Number:	85135696	VIP

**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: 9  
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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, INC., an Oklahoma corporation, 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.

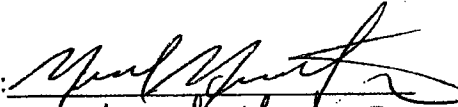
SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee 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, INC.,  
as Grantor

By:   
Name: Maxwell Martner  
Title: CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF SAN BERNARDINO

On the 14 day of February, 2011, before me personally came Manuel Martinez, who is personally known to me to be the CHIEF FINANCIAL OFFICER of DISCOVERY FOODS, INC., an Oklahoma corporation; who, being duly sworn, did depose and say that she/he is the CHIEF FINANCIAL OFFICER in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
C.M. PEREZ, Notary Public  
COMM. #1830097  
NOTARY PUBLIC - CALIFORNIA  
SAN BERNARDINO COUNTY  
My Comm. Expires February 6, 2013

(PLACE STAMP AND SEAL ABOVE)

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

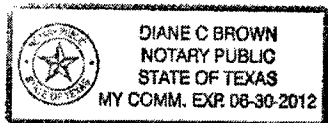
By: *Nataly M*  
Name: Nataly M. Marks  
Title: Senior Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas )  
 ) ss  
COUNTY OF Harris

On the 15th day of February, 2011 before me personally came Natalie Marie who is personally known to me to be the JVP of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the JVP 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><u>TRADEMARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>OWNER</u></b>
BASIC VALUE	1,987,014	74690036	Discovery Foods, Inc.
BEIJING	1,962,750	74547463	Discovery Foods, Inc.
FOOD TREND	1,198,115	73249939	Discovery Foods, Inc.
FRESHER THAN FRESH	1,952,946	74622350	Discovery Foods, Inc.
FRESHER THAN FRESH	1,991,700	74515638	Discovery Foods, Inc.
MANDARIN	2,000,563	74515463	Discovery Foods, Inc.
QUICK OVEN CRISPY	1,807,748	74308688	Discovery Foods, Inc.
STEAMWORKS	3,118,201	78483538	Discovery Foods, Inc.
STIR FRY CREATIONS	3,906,499	77889856	Discovery Foods, Inc.
STIR FRY CREATIONS FOR TWO	3,906,500	77889871	Discovery Foods, Inc.
TAI PEI	2,507,358	75424693	Discovery Foods, Inc.
TAI PEI	2,610,017	75424429	Discovery Foods, Inc.
V. I. P.	899,312	72250521	Discovery Foods, Inc.
VIP	1,499,788	73646670	Discovery Foods, Inc.

VIP	899,311	72248071	Discovery Foods, Inc.
VIP	N/A	85135696	Discovery Foods, Inc.
VIP FRANCISCAN	1,793,769	74279467	Discovery Foods, Inc.
VIP FRESHER THAN FRESH	1,443,442	73498213	Discovery Foods, Inc.
VIP HOME FIXIN'S	1,825,900	74302245	Discovery Foods, Inc.
VIP MANDARIN	1,679,556	74156835	Discovery Foods, Inc.
VIP QUALITY PLUS	2,079,527	74479691	Discovery Foods, Inc.
VIP QUICKFIX FROZEN FRESH GRADE A FANCY	1,694,652	74156639	Discovery Foods, Inc.
VIP STIR-FRY HUNAN	2,066,150	74608066	Discovery Foods, Inc.
VIP STIRFRY LO MEIN	1,982,085	74611867	Discovery Foods, Inc.
VIP VEGGIE COMBOS	1,478,856	73446163	Discovery Foods, Inc.
WHIP-EE	899,805	72344753	Discovery Foods, Inc.

**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