

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN EXCLUSIVE LICENSE IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Windsor Quality Food Company Ltd.		02/16/2011
			Entity Type LIMITED PARTNERSHIP: TEXAS
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: 1			
	Property Type	Number	Word Mark
	Registration Number:	1520021	ELFIN LOAVES
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-3175		
Email:	jmull@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/		

OP \$40.00 1520021

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TRADEMARK
 REEL: 004486 FRAME: 0077

Date:

02/24/2011

Total Attachments: 12

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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 WINDSOR QUALITY FOOD COMPANY LTD., a limited partnership formed under the laws of the State of Texas, located at 3355 W. Alabama Street, Suite 730, Houston, TX 77098-1866 (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.

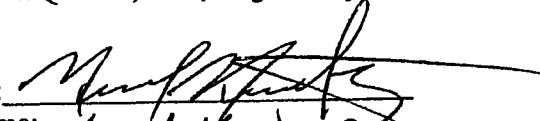
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms 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.

WINDSOR QUALITY FOOD COMPANY LTD.,
as Grantor

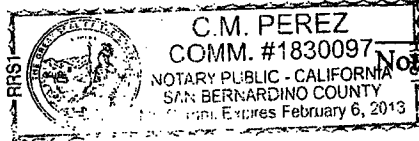
By: WQFCGP, LLC, its general partner

By: 
Name: Manuel Martinez
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 WQFCGP, LLC, a limited liability company formed under the laws of the State of Delaware; who, being duly sworn, did depose and say that she/he is the CHIEF FINANCIAL OFFICER in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.



C.M. Perez

Notary Public

(PLACE STAMP AND SEAL ABOVE)

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

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

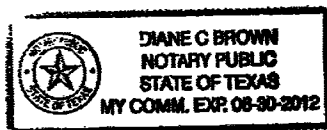
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Texas)
) SS
COUNTY OF Harris

On the 15th day of February, 2011 before me personally came Natalie Marks, 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**

TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	OWNER
[Design Only]	1,703,526	74153463	Windsor Quality Food Company Ltd.
[Design Only]	1,261,065	73277396	Windsor Quality Food Company, Ltd.
BAR-B-Q-SNAK	1,125,687	73126288	Windsor Quality Food Company, Ltd
BERNARDI	2,110,455	75104401	Windsor Quality Food Company, Ltd.
BERNARDI FROZEN ITALIAN SPECIALTIES	2,111,859	75123925	Windsor Quality Food Company, Ltd.
BIG & SPICY	3,030,776	76570881	Windsor Quality Food Company, Ltd
BUTCHER BOY	2,226,325	75477696	Windsor Quality Food Company, Ltd
CISCO'S	927,829	72363740	Windsor Quality Food Company, Ltd

COOLEST MOM ON THE BLOCK	3,402,288	76656615	Windsor Quality Food Company, Ltd
CRAVEABLE MICROWAVEABLE SNACKS	3,627,384	76668703	Windsor Quality Food Company, Ltd.
CRIPPLE CREEK	2,045,672	75036897	Windsor Quality Food Company Ltd.
CRIPPLE CREEK BAR-B-QUE BRAND	2,068,831	75036896	Windsor Quality Food Company Ltd.
DINO PASTA	3,527,925	76668702	Windsor Quality Food Company, Ltd.
EMERALD GARDEN	3,018,476	78264496	Windsor Quality Food Company Ltd.
E-Z EATS	3,002,618	78253406	Windsor Quality Food Company Ltd.
FIESTA-MINIS	2,952,009	76087547	Windsor Quality Food Company, Ltd.
FIRECRACKERS	3,006,920	76532318	Windsor Quality Food Company Ltd.
FIRE-GRILLED FIESTA	3,165,630	76572690	Windsor Quality Food Company, Ltd.
FRED S FOR STARTERS	3,614,601	77385924	Windsor Quality Food Company, Ltd.
FRED'S	3,705,662	76656233	Windsor Quality Food Company, Ltd.

FRED'S FOR STARTERS	2,540,959	75641636	Windsor Quality Food Company, Ltd.
GARDEN TRIO TORTELLINI	2,955,545	78177373	Windsor Quality Food Company Ltd.
GOLDEN TIGER	3,221,403	78591317	Windsor Quality Food Company Ltd.
GOLDEN TIGER	1,820,326	74248796	Windsor Quality Food Company Ltd.
GOLDEN VALUE	2,901,450	76562936	Windsor Quality Food Company, Ltd.
GRAND-É-OLI'S	N/A	76668710	Windsor Quality Food Company, Ltd.
GRILLQUITO	2,895,004	76558150	Windsor Quality Food Company, Ltd.
IMPERIAL KITCHENS	1,326,248	73481816	Windsor Quality Food Company, Ltd.
JOSE OLE	2,510,986	75736479	Windsor Quality Food Company, Ltd.
JOSE OLE	2,628,945	76046718	Windsor Quality Food Company, Ltd.
LITTLE JUAN	1,593,266	73819868	Windsor Quality Food Company, Ltd. DBA Windsor Foods WQFCGP. LLC

LITTLE JUAN	2,334,467	75487346	Windsor Quality Food Company, Ltd.
LITTLE JUAN	866,509	72287391	Windsor Quality Food Company Ltd.
M	897,472	72353373	Windsor Quality Food Company Ltd.
MAC & CHEESE BITES	2,916,773	76439158	Windsor Quality Food Company, Ltd.
MAC & CHEESE BITES	3,093,542	76439159	Windsor Quality Food Company, Ltd.
MARQUEZ	2,228,882	75473111	Windsor Quality Food Company, Ltd.
M-A-R-Q-U-E-Z	1,799,560	74362236	Windsor Quality Food Company, Ltd.
MONA'S	1,091,510	73121322	Windsor Quality Food Company Ltd.
MONA'S	2,026,741	75010733	Windsor Quality Food Company Ltd.
MONA'S PASTA CAFÉ	2,234,418	75518374	Windsor Quality Food Company, Ltd.
PETITE CUISINE	3,502,134	76668712	Windsor Quality Food Company, Ltd.

PIZZA-SNAK	1,133,424	73126428	Windsor Quality Food Company, Ltd.
POSADA	1,293,083	73204098	Windsor Quality Food Company, Ltd.
POSADA	1,656,388	74069598	Windsor Quality Food Company, Ltd.
POSADA	2,230,826	75477697	Windsor Quality Food Company, Ltd.
POSADA	1,374,956	73515851	Windsor Quality Food Company, Ltd.
POSADA DELI-FEST	1,776,006	74246061	Windsor Quality Food Company, Ltd.
ROTANELLI'S	2,142,920	75344174	Windsor Quality Food Company, Ltd.
ROTANELLI'S VALORE	1,662,620	74113600	Windsor Quality Food Company, Ltd.
SUSHI BAR BY GOLDEN TIGER	N/A	85003692	Windsor Quality Food Company, Ltd DBA Windsor Foods WQFCGP, LLC
TASTE THE FIESTA	3,104,394	76570883	Windsor Quality Food Company, Ltd.

TASTE THE FIESTA! JOSÉ OLÉ	3,110,852	76585238	Windsor Quality Food Company, Ltd.
THE ORIGINAL APPETIZER COMPANY	N/A	85047557	Windsor Quality Food Company, Ltd. DBA Windsor Foods WQFCGP as General Partner
THE ORIGINAL CHILI BOWL	1,493,335	73625919	Windsor Quality Food Company Ltd.
TRADITIONAL AMERICAN	1,775,996	74251942	Windsor Quality Food Company Ltd.
TRADITIONS BY BERNARDI A TASTE OF AUTHENTIC ITALY	2,911,691	78198168	Windsor Quality Food Company Ltd.

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>
Kellogg North America Company	Windsor Quality Food Company Ltd.	1,520,021 73/707037	ELFIN LOAVES