

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
GONZALEZ AND TAPANES FOODS, INC.		02/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK LEUMI USA
Street Address:	562 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3362819	RICAREPA
Registration Number:	2348386	LA FE
Registration Number:	2561202	EL SABOR DE MI TIERRA
Registration Number:	2209170	BLUE ROCK
Registration Number:	2538645	ROA
Registration Number:	2839015	POWER +
Registration Number:	2108582	NUTRI PUNCH
Registration Number:	1760831	
Registration Number:	1469890	LA FE
Registration Number:	2358347	LA FE
Registration Number:	2476428	PURAMASA
Registration Number:	2965915	MALTA PAISA
Registration Number:	1625108	FELA
Registration Number:	1615880	FELA

TRADEMARK

900186190

REEL: 004496 FRAME: 0209

OP \$715.00 3362819

Registration Number:	2425719	SELECTED CLASSICS
Registration Number:	2453757	BLUE ROCK
Registration Number:	3649692	LA JEFA
Serial Number:	76702964	TOSTAREPA
Serial Number:	76605614	BATIDAS
Serial Number:	76606169	CANDADO
Serial Number:	76605611	EL SABOR DE COLOMBIA
Registration Number:	3757854	FRESCOLIN
Serial Number:	76605612	NUTRIOATS
Serial Number:	76605613	NUTRIAVENA
Registration Number:	1358248	LA FE
Serial Number:	76704859	EL OLOR DE MI TIERRA
Serial Number:	76704151	LA JEFA
Serial Number:	76704104	LA JEFA

CORRESPONDENCE DATA

Fax Number: (732)726-6603
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: sbordon@wilentz.com
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Address Line 4: Woodbridge, NEW JERSEY 07095

ATTORNEY DOCKET NUMBER:	148977.002
NAME OF SUBMITTER:	Peter Herman, Esq.
Signature:	/ph/
Date:	03/11/2011

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 1st day of February, 2011, by **GONZALEZ AND TAPANES FOODS, INC.**, a Delaware corporation, having a mailing address at 230 Moonachie Avenue, Moonachie, New Jersey 07074 ("Borrower") and delivered to **BANK LEUMI USA** having an address of 562 Fifth Avenue, New York, New York 10036 ("Bank").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Bank (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Bank a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Bank is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Bank is acquiring a lien and a security interest in the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Bank a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registrations therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. For so long as the Trademarks are not abandoned as to some or all of the goods identified in the registrations thereof, Borrower hereby covenants and agrees to maintain

registrations for the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents, warrants and covenants to Bank that:

(a) To the best of Borrower's actual knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than the Trademarks for which applications for registration which have been filed and remain pending at this time) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Bank hereunder) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no actual notice of any suits or actions commenced or, to the best of Borrower's actual knowledge, threatened against it, or actual notice of claims asserted or, to the best of Borrower's actual knowledge, threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Bank and its employees and agents the right (with no obligation of any kind upon Bank to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto upon at least 24 hours prior written notice and at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Bank's rights hereunder.

(b) If Borrower acquires rights to any new trademark registrations from the United States Patent and Trademark Office, or any files applications therefor, the provisions of this Agreement shall automatically apply to the trademarks subject to those applications and registrations and such trademarks shall be deemed part of the Trademarks. Borrower shall give Bank prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received written notice from Bank that an Event of Default has occurred and is continuing under the Loan Agreement and that Bank has not elected to exercise its rights hereunder: (i) Borrower shall continue to own and have the exclusive right to use and license others to use the Trademarks; and (ii) Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Bank without the prior written consent of Bank. Notwithstanding the foregoing, Borrower shall be permitted to enter into one or more non-exclusive license agreements with respect to the Trademarks; provided, however, that said license agreements are not inconsistent with Borrower's obligations hereunder or under the Loan Agreement.

7. Anything herein contained to the contrary notwithstanding, when an Event of Default exists and is continuing under the Loan Agreement, Borrower hereby covenants and agrees that Bank, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of New York, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists and is continuing under the Loan Agreement, Borrower hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence, willful misconduct or bad faith of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Bank shall be in addition to any rights and remedies granted to Bank under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full, Bank shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Bank's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower within ten (10) days of receipt of written demand from Bank and until so paid following demand therefor shall be added to the principal amount of Borrower's Obligations to Bank and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, except such Trademarks, having no or little value, and that are not material to Borrower's business, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in such Trademarks, and upon reasonable request of Bank, Borrower shall make federal application on registerable but unregistered such Trademarks belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks, except such Trademarks, having have no or little value, and that are not material to Borrower's business, without the prior written consent of Bank.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Bank may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Bank shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Bank in the fulfillment of the provisions of this paragraph.

14. No course of dealing between Borrower and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. This Agreement and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with the laws of the State of New York (excluding the laws applicable to conflicts or choice of law). This Agreement and the Loan Agreement comprise the entire understanding of the parties with respect to the subject matter hereof, all prior oral or written communications or understandings being superseded and merged herein. If any of the provisions of this Agreement are held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and, if such provision cannot be restated by a court of competent jurisdiction to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

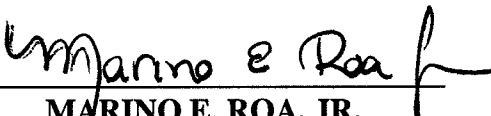
17. Borrower (and Bank by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal, extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated hereunder or under the Loan Documents.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrower:


GONZALES AND TAPANES FOODS, INC.

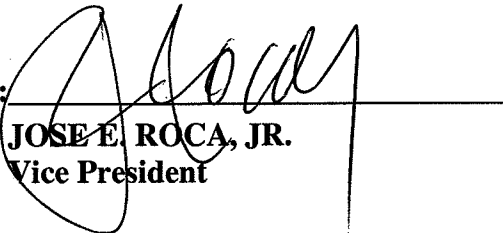
By: 
MARINO E. ROA, JR.
Secretary

Address: 230 Moonachie Avenue,
Moonachie, New Jersey 070745

Approved and Accepted:

BANK LEUMI USA

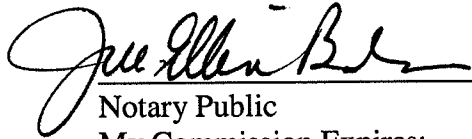
By: 
JOHN KOENIGSBERG
Senior Vice President

By: 
JOSE E. ROCA, JR.
Vice President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY :SS
COUNTY OF Bergen :

On this 1st day of February, 2011, before me personally appeared Marino E. Roa, Jr., to me known and being duly sworn, deposes and says that he is the Secretary of **Gonzalez and Tapanes Foods, Inc.**, the corporation described in the foregoing Agreement; that he signed the agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public
My Commission Expires:

JILL ELLEN BABICZ
A Notary Public of New Jersey
My Commission Expires 5/14/2012

Schedule A to Trademark Security Agreement

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
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Schedule A

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
RICAREPA	702021.00001	1	ORD	76606168 05-Aug-2004	3362819 01-Jan-2008	Registered 01-Jan-2018
<p><u>Class(es):</u> 30 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
LA FE	702021.00001	10	ORD	75/633629 03-Feb-1999	2348386 09-May-2000	Registered 09-May-2020
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
EL SABOR DE MI TIERRA	702021.00001	11	ORD	76/053075 22-May-2000	2561202 16-Apr-2002	Registered 16-Apr-2012
<p><u>Class(es):</u> 0 Multi-class <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
BLUE ROCK	702021.00001	12	ORD	75/423355 26-Jan-1998	2209170 08-Dec-1998	Renewed 08-Dec-2018
<p><u>Class(es):</u> 29 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
ROA	702021.00001	13	ORD	76/052750 22-May-2000	2538645 12-Feb-2002	Registered 12-Feb-2012
<p><u>Class(es):</u> 30 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
POWER +	702021.00001	14	ORD	76/369783 12-Feb-2002	2839015 04-May-2004	Registered 04-May-2014
<p><u>Class(es):</u> 32 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p align="right"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021 <u>Agent Reference:</u> <u>Source:</u></p>						

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
NUTRI PUNCH	702021.00001	15	ORD	75/126433 27-Jun-1996	2108582 28-Oct-1997	Renewed 28-Oct-2017
<p><u>Class(es):</u> 32 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Attorneys:</u> SJJ KDH <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021 <u>Agent:</u> Holland & Knight <u>Agent Reference:</u> <u>Category:</u> <u>Source:</u></p>						
DESIGN (STRIPES)	702021.00001	16	ORD	74/248887 24-Feb-1992	1760831 23-Mar-1993	Renewed 23-Mar-2013
<p><u>Class(es):</u> 29 Int. <u>Attorneys:</u> SJJ KDH <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021-00001 <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent Reference:</u> <u>Agent:</u> Holland & Knight <u>Source:</u> <u>Category:</u></p>						
LA FE + DESIGN	702021.00001	17	ORD	73/473462 02-Apr-1984	1469890 22-Dec-1987	Renewed 22-Dec-2017
<p><u>Class(es):</u> 29 Int. <u>Attorneys:</u> SJJ KDH <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021-00001 <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent Reference:</u> <u>Agent:</u> Holland & Knight <u>Source:</u> <u>Category:</u></p>						
LA FE + DESIGN	702021.00001	18	ORD	75/472307 21-Apr-1998	2358347 13-Jun-2000	Renewed 13-Jun-2020
<p><u>Class(es):</u> 0 Multi-class <u>Attorneys:</u> SJJ KDH <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021-00001 <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent Reference:</u> <u>Agent:</u> Holland & Knight <u>Source:</u> <u>Category:</u></p>						
PURAMASA	702021.00001	19	ORD	75/733830 11-Jun-1999	2476428 07-Aug-2001	Renewed 07-Aug-2021
<p><u>Class(es):</u> 30 Int. <u>Attorneys:</u> SJJ KDH <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021-00001 <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent Reference:</u> <u>Agent:</u> Holland & Knight <u>Source:</u> <u>Category:</u></p>						
MALTA PAISA	702021.00001	2	ORD	76/588089 09-Dec-2003	2965915 12-Jul-2005	Registered 12-Jul-2015
<p><u>Class(es):</u> 30 Int. <u>Attorneys:</u> SJJ KDH <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client Reference:</u> 702021-00001 <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent Reference:</u> <u>Agent:</u> Holland & Knight <u>Source:</u> <u>Category:</u></p>						

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
FELA + DESIGN	702021.00001	20	ORD	73/776284 23-Jan-1989	1625108 27-Nov-1990	Renewed 27-Nov-2010
<p><u>Class(es):</u> 31 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
FELA + DESIGN	702021.00001	21	ORD	73/776286 23-Jan-1989	1615880 02-Oct-1990	Renewed 02-Oct-2020
<p><u>Class(es):</u> 29 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
SELECTED CLASSICS + DESIGN	702021.00001	22	ORD	75/658163 11-Mar-1999	2425719 30-Jan-2001	Registered 30-Jan-2011
<p><u>Class(es):</u> 29 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						
BLUE ROCK	702021.00001	23	ORD	75/633627 03-Feb-1999	2453757 22-May-2001	Registered 22-May-2011
<p><u>Class(es):</u> 29 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> 702021 <u>Agent Reference:</u> <u>Source:</u></p>						
LA JEFA	702021.00001	26	ORD	77487460 30-May-2008	3649692 07-Jul-2009	Registered 07-Jul-2019
<p><u>Class(es):</u> 30 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ KDH <u>Client Reference:</u> <u>Agent Reference:</u> <u>Source:</u></p>						
TOSTAREPA	702021.00001	27	ORD	76702964 14-May-2010		Pending
<p><u>Class(es):</u> 30 Int. <u>Owner:</u> Gonzalez and Tapanes Foods, Inc. <u>Client:</u> Gonzalez and Tapanes Foods, Inc. <u>Agent:</u> Holland & Knight <u>Category:</u></p> <p style="text-align: right;"><u>Attorneys:</u> SJJ <u>Client Reference:</u> 702021-00001 <u>Agent Reference:</u> <u>Source:</u></p>						

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
BATIDAS	702021.00001	3	ORD	76/605614 03-Aug-2004		Abandoned
	<p><u>Class(es)</u>: 29 Int. <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: LDB SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					
CANDADO	702021.00001	4	ORD	76606169 05-Aug-2004		Abandoned
	<p><u>Class(es)</u>: 03 Int. <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: LDB SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					
EL SABOR DE COLOMBIA	702021.00001	5	ORD	76605611 03-Aug-2004		Abandoned
	<p><u>Class(es)</u>: 29 Int. <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: LDB SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					
FRESCOLIN	702021.00001	6	ORD	76566088 09-Dec-2003	3757854 09-Mar-2010	Registered 09-Mar-2020
	<p><u>Class(es)</u>: 0 Multi-class <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: Holland & Knight <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					
NUTRIOATS	702021.00001	7	ORD	76/605612 03-Aug-2004		Abandoned
	<p><u>Class(es)</u>: 29 Int. <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: LDB SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					
NUTRIAVENA	702021.00001	8	ORD	76/605613 03-Aug-2004		Abandoned
	<p><u>Class(es)</u>: 29 Int. <u>Owner</u>: Gonzalez and Tapanes Foods, Inc. <u>Client</u>: Gonzalez and Tapanes Foods, Inc. <u>Agent</u>: <u>Category</u>:</p> <p style="text-align: right;"><u>Attorneys</u>: LDB SJJ KDH <u>Client Reference</u>: 702021-00001 <u>Agent Reference</u>: <u>Source</u>:</p>					

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Registration No. Registration Date	Status Next Renewal
LA FE	702021.00001	9	ORD	73/520480 04-Feb-1985	1358248 03-Sep-1985	Cancelled 03-Sep-2005

Class(es): 29 Int.

Owner: Gonzalez and Tapanes Foods, Inc.

Client: Gonzalez and Tapanes Foods, Inc.

Agent:

Category:

Attorneys: LDB SJJ KDH

Client Reference: 702021-00001

Agent Reference:

Source:

EL OLOR DE MI TIERRA	702021.00001	cpy	ORD	76704859 08-Oct-2010		Published
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Class(es): 03 Int.

Owner: Gonzalez and Tapanes Foods, Inc.

Client: Gonzalez and Tapanes Foods, Inc.

Agent: Holland & Knight

Category:

Attorneys: SJJ

Client Reference:

Agent Reference:

Source:

LA JEFA	702021.00001	Cpy3	ORD	76704151 17-Aug-2010		Pending
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Class(es): 29 Int., 30 Int.

Owner: Gonzalez and Tapanes Foods, Inc.

Client: Gonzalez and Tapanes Foods, Inc.

Agent: Holland & Knight

Category:

Attorneys: SJJ

Client Reference:

Agent Reference:

Source:

LA JEFA	702021.00001	CpyD	ORD	76704104 11-Aug-2010		Pending
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Class(es): 29 Int.

Owner: Gonzalez and Tapanes Foods, Inc.

Client: Gonzalez and Tapanes Foods, Inc.

Agent: Holland & Knight

Category:

Attorneys: SJJ

Client Reference:

Agent Reference:

Source:

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, **GONZALEZ AND TAPANES FOODS, INC.**, a Delaware corporation ("Grantor"), is the registered owner of the United States trademarks and applications and registrations therefor listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, New Jersey is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20__.

GONZALEZ AND TAPANES FOODS,
INC.

Witness: _____

By: _____
As Attorney-in-fact

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
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