

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest Dated November 30, 2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FFC Holdings, LLC		11/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
FFC Acquisition Corp.		11/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Westbury Investment Partners SBIC, LP		
Street Address:	100 Motor Parkway		
Internal Address:	Suite 165		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2205865	SEÑOR FELIX'S	
Registration Number:	1554894	ROJO'S	
Registration Number:	1553101	RIO DE ORO	
CORRESPONDENCE DATA			
Fax Number:	(212)277-6501		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212)277-6500		
Email:	goodwillj@dicksteinshapiro.com		
Correspondent Name:	Keith E. Sharkin		
Address Line 1:	Dickstein Shapiro LLP		
Address Line 2:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019-6708		
ATTORNEY DOCKET NUMBER:	W8585.0004		

OP \$90.00 2205865

NAME OF SUBMITTER:	Keith E. Sharkin
Signature:	/Keith E. Sharkin/
Date:	03/15/2011
Total Attachments: 5 source=Grant of Security Interest - Trademark (Westbury)#page1.tif source=Grant of Security Interest - Trademark (Westbury)#page2.tif source=Grant of Security Interest - Trademark (Westbury)#page3.tif source=Grant of Security Interest - Trademark (Westbury)#page4.tif source=Grant of Security Interest - Trademark (Westbury)#page5.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 30, 2010, is executed by FFC Holdings, LLC, a Delaware limited liability company with an address of 100 Throckmorton, Suite 1600, Fort Worth, TX 76106 ("Parent") and FFC Acquisition Corp., a Delaware corporation with an address of 6535 Caballero Boulevard, Buena Park, CA 90620-1133 ("FFC" and together with Parent, the "Credit Parties"), in favor of Westbury Investment Partners SBIC, LP, having an address of 100 Motor Parkway, Suite 165, Hauppauge, New York 11788 ("Agent"), for the benefit of the lenders from time to time a party to the Credit Agreement (as hereinafter defined) (the "Lenders").

A. Pursuant to that certain Credit and Security Agreement, dated on or about the date hereof (the "Credit Agreement") by and among the Credit Parties, Agent, and Lenders, Lenders have agreed to make a loan to the Credit Parties and the Credit Parties have agreed to issue promissory notes (the "Notes") upon the terms and subject to the conditions set forth therein;

B. The Credit Parties own the registered trademarks, service marks, domain names (and applications and registrations therefor), of the United States, more particularly described on Schedule A and Schedule B annexed hereto as part hereof (collectively, the "Trademarks");

C. Pursuant to the Credit Agreement, the Credit Parties have granted to Agent, for the benefit of Lenders, a security interest in all right, title and interest of the Credit Parties in and to the Trademarks, to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Credit Parties hereby further grant to Agent, for the benefit of Lenders, a security interest in all right, title and interest of the Credit Parties in and to the Trademarks, together with associated goodwill, and all proceeds therefrom, including all damages resulting from any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations.

Notwithstanding anything herein to the contrary, the obligations of the Credit Parties and the rights of Pledgee contained herein are subject to the terms, conditions, restrictions and limitations set forth in the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

The Credit Parties hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby for the benefit of Lenders are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions.

[Signature Pages to Follow.]

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TRADEMARK
REEL: 004498 FRAME: 0265

IN WITNESS WHEREOF, the Credit Parties have caused this instrument to be executed as of the day and year first written above.

CREDIT PARTIES:

FFC HOLDINGS, LLC
By: [Signature]
Name:
Title:

ACKNOWLEDGMENT

State of Texas
County of Tarrant, ss.

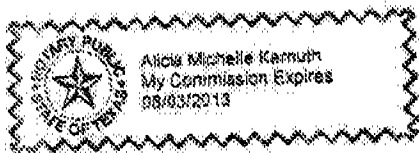
On this 29th day of November, 2010, before me personally appeared Michael B. Evans, proven to me on the basis of satisfactory evidence to be the President of FFC Holdings, LLC, and acknowledged that he or she, as a person being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

[Signature]
Notary Public/Commissioner of Oaths

(NOTARY SEAL)

My Commission Expires 8/3/13



[Signature Page 1 of 2 to Grant of Security Interest in Trademarks]

DOCSNY-441444v2

FFC ACQUISITION CORP.

By: [Signature]
Name:
Title:

ACKNOWLEDGMENT

State of Texas
County of Tarrant, ss.

On this 29th day of November, 2010, before me personally appeared Michael B. Evans, proven to me on the basis of satisfactory evidence to be the President of FFC Acquisition Corp., and acknowledged that he or she, as a person being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

[Signature]
Notary Public/Commissioner of Oaths

(NOTARY SEAL)

My Commission Expires 8/3/13



[Signature Page 2 of 2 to Grant of Security Interest in Trademarks]

DOCSNY-441444v2

SCHEDULE A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Reg. No.	Serial No.	Registration Date	Owner Of Record
SEÑOR FELIX'S	2205865	75/420806	November 24, 1998	FFC Acquisition Corp.
ROJO'S	1354894	73/729896	September 5, 1989	FFC Acquisition Corp.
RIO DE ORO	1353101	73/730566	May 24, 1988	FFC Acquisition Corp.

SCHEDULE B TO GRANT OF SECURITY INTEREST

DOMAIN NAMES

Domain Names			
Domain Name	Owner/Assignee of Record	Expiration Date	Registrar
freshfoodconceptsinc.com	Fresh Food Concepts, Inc.	October 23, 2011	TUCOWS INC.
fci.us	Fresh Food Concepts, Inc.	November 12, 2011	TUCOWS INC.
freshfoodconcepts.us	Fresh Food Concepts, Inc.	October 28, 2011	TUCOWS INC.
freshfoodconcepts.biz	Fresh Food Concepts, Inc.	October 22, 2011	TUCOWS INC.