

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FFC Holdings, LLC | | 11/30/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| FFC Acquisition Corp. | | 11/30/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Centerfield Capital Partners II, LP | | |
| Street Address: | 3030 Market Tower | | |
| Internal Address: | 10 West Market | | |
| City: | Indianapolis | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46204 | | |
| 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: | ipdocketing-ny@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

900187260

TRADEMARK

REEL: 004503 FRAME: 0644

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|---|--------------------|
| NAME OF SUBMITTER: | Keith E. Sharkin |
| Signature: | /Keith E. Sharkin/ |
| Date: | 03/23/2011 |
| Total Attachments: 6 source=Grant of Security Interest - Trademark (Centerfield)#page1.tif source=Grant of Security Interest - Trademark (Centerfield)#page2.tif source=Grant of Security Interest - Trademark (Centerfield)#page3.tif source=Grant of Security Interest - Trademark (Centerfield)#page4.tif source=Grant of Security Interest - Trademark (Centerfield)#page5.tif source=Grant of Security Interest - Trademark (Centerfield)#page6.tif | |

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE SECURED PARTY HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG TEXAS CAPITAL BANK, N.A., AS REVOLVER LENDER, WESTBURY INVESTMENT PARTNERS SBIC, LP, AS TERM AGENT, CENTERFIELD CAPITAL PARTNERS II, L.P., AS JUNIOR AGENT, FFC ACQUISITION CORP. AND THE OTHER OBLIGORS NAMED THEREIN. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS GRANT OF SECURITY INTEREST, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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, Texas 76102 ("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 Centerfield Capital Partners II, LP, having an address of 3030 Market Tower, 10 West Market, Indianapolis, Indiana 46204 ("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 Senior Subordinated Notes Purchase 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) of the Credit Parties under 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 of the Credit Parties under the Credit Agreement.

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 Indiana without regard to its conflict of law provisions.

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.

[Signature Pages to Follow.]

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 _____
County of _____, ss.

On this _____ day of _____, 2010, before me personally appeared _____, proven to me on the basis of satisfactory evidence to be the _____ 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]

FFC ACQUISITION CORP.

By: [Signature]
Name:
Title:

ACKNOWLEDGMENT

State of _____
County of _____, ss.

On this _____ day of _____, 2010, before me personally appeared _____, proven to me on the basis of satisfactory evidence to be the _____ 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: Ailie Michelle Karnuth]
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]

SCHEDULE A TO GRANT OF SECURITY INTEREST

TRADEMARKS

| Mark | Reg. No. | Serial No. | Registration Date | Owner Of Record |
|------------------|-------------|---------------|----------------------|-----------------------|
| SENOR FELIX'S | 22 05863 | 75 /420806 | November 24, 1998 | FFC Acquisition Corp. |
| ROJO'S | 15 54894 | 73 /729896 | September 5, 1989 | FFC Acquisition Corp. |
| RIO DE ORO | 15 53101 | 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. |
| ffci.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. |