

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ameriquel Group, LLC
18200 Highway 41 N
Evansville, IN 47725

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other: LLC

Citizenship (see guidelines) Indiana

Execution Date(s) March 28, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment No. 2 to Trademark Security Agreement

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached? ☒ No

Name: Ally Commercial Finance LLC

Internal Address: _____

Street Address: 500 West Madison Street, Suite 3130

City: Chicago

State: IL

Country: USA

Zip: 60661

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC ☒ Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Exhibit A Attached

B. Trademark Registration No.(s) See Exhibit A Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albanys@wolterskluwer.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$ 115

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature

Mercedes Farinas
Signature

Mercedes Farinas
Name of Person Signing

3/28/11
Date

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$115.00 8507550

EXHIBIT A
TO
AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Registration No.	Serial No.	Registration Date
Apack Ready Meal	3,701,978	77-105527	10-27-09
Apack Ready Meal Self-Heating Emergency Meal	3,395,563	77-106728	3-11-08
Easy Rice	-	85-075503	-

Trademark Applications

Mark	Serial No.	Status Date
Market Street Classic Minute Meals	77-879314	10-24-10

AMENDMENT NO. 2 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") made as of this 28th day of March, 2011, between AMERIQUEAL GROUP, LLC, having its chief executive office at 18200 Highway 41 N, Evansville, Indiana 47725 ("Debtor"), and ALLY COMMERCIAL FINANCE LLC, formerly known as GMAC Commercial Finance LLC, having an office at 500 West Madison Street, Suite 3130, Chicago, Illinois 60661, as agent ("Secured Party").

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party entered into the Trademark Security Agreement, dated as of March 31, 2005, as amended by that certain Amendment No. 1 to Trademark Security Agreement, dated as of March 10, 2010 (as the same now exists or may hereafter be amended, modified, renewed, extended or supplemented, the "Trademark Security Agreement"), pursuant to which Debtor granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement);

WHEREAS, Secured Party, as agent for the Secured Parties (as defined in the Loan Agreement (as defined below)), has entered into financing arrangements with Debtor pursuant to an Amended and Restated Loan and Security Agreement dated as of March 28, 2011 (as the same now exists or may hereafter be amended, modified, renewed, extended or supplemented, the "Loan Agreement") and various documents, instruments, notes, mortgages, guaranties and agreements delivered in connection therewith (all of the foregoing, together with this Agreement, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "Agreements");

WHEREAS, Debtor has registered the new Trademarks as more fully set forth on Exhibit A attached hereto; and

WHEREAS, in order to induce Secured Party to continue to provide financing arrangements to Debtor and to further evidence Secured Party's security interest in the newly acquired Trademark, as well as certain other trademarks owned by Debtor, Debtor has agreed to enter into this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agree as follows:

1. Amendment to Exhibit.

(a) Schedule A attached to the Trademark Security Agreement is hereby amended by inserting the contents of Exhibit A attached hereto at the end thereof.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

2. Confirmation and Grant of Security Interest. To secure payment and performance of all Obligations, and ratifying, confirming and supplementing the Debtor's prior grants of security interests in and liens upon the Trademarks and other Collateral described in the Trademark Security Agreement, as collateral security heretofore granted to the Secured Party pursuant to the Trademark Security Agreement, the Debtor hereby grants to Secured Party, a security interest in and Lien upon, and acknowledges and agrees that the Secured Party has and shall continue to have a pledge of and a continuing security interest in and Lien on, any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to all of the Collateral (expressly including, without limitation, all of the Trademarks described on Exhibit A attached to this Amendment).

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended, the term or provision of the Loan Agreement shall control.

4. Entire Agreement. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Governing Law. This Amendment and the obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by telecopy or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telecopy or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AMERQUAL GROUP, LLC,
as Debtor

By: its general manager, AmeriQual Management, Inc.

By: Timothy A. Brauer
Name: Timothy A. Brauer
Title: President and CFO

ALLY COMMERCIAL FINANCE LLC, formerly known
as GMAC Commercial Finance LLC,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 2 to Trademark Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AMERQUAL GROUP, LLC,
as Debtor

By: its general manager, AmeriQual Management, Inc.

By: _____
Name: Timothy A. Brauer
Title: President and CFO

ALLY COMMERCIAL FINANCE LLC, formerly known
as GMAC Commercial Finance LLC,
as Agent

By: _____
Name: DONALD E. GUZZO
Title: DIRECTOR

[Signature Page to Amendment No. 2 to Trademark Security Agreement]