TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Orion Food Systems, L.L.C.		03/18/2011	LIMITED LIABILITY COMPANY: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	280 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3699509	BIG STUFF
Registration Number:	2355343	BLAZIN'
Registration Number:	3796046	BREAKFAST STACKERS
Registration Number:	3238439	C-STREET GRILLE
Registration Number:	3416227	GAME TIME SPORTS GRILL
Registration Number:	3469063	GAME TIME SPORTS GRILL EST. 2006
Registration Number:	3469064	GAME TIME SPORTS GRILL EST. 2006
Registration Number:	3790917	HOT STUFF FOODS
Registration Number:	3146096	HOT STUFF GRILL
Registration Number:	3562097	HOT STUFF GRILL
Registration Number:	3562098	HOT STUFF GRILL
Registration Number:	3311611	HOT STUFF PIZZA
Registration Number:	3661652	HOT STUFF TAKE & BAKE
Registration Number:	3568233	LETTIERI'S

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Registration Number:	3606651	LETTIERI'S
Registration Number:	3606650	LETTIERI'S FOOD TO GO
Registration Number:	3606913	LETTIERI'S FOOD TO GO
Registration Number:	3606639	LETTIERI'S FOOD TO GO
Registration Number:	3606908	LETTIERI'S FOOD TO GO
Registration Number:	3881084	LETTIERI'S FOOD TO GO MARKET SELECTS
Registration Number:	3124977	MAC'S MARKET
Registration Number:	3131292	MEGA MAXX
Registration Number:	3370091	MEGARITO
Registration Number:	3361036	SMASHHITS DELI
Registration Number:	3343621	SMASHHITS DELI
Registration Number:	3361032	SMASHHITS DELI
Registration Number:	3304480	STONE WILLY PIZZA HOUSE
Registration Number:	3309759	STONE WILLY PIZZA HOUSE
Registration Number:	3309760	STONE WILLY PIZZA HOUSE
Registration Number:	3478402	STUFFED BREAD STIX
Registration Number:	3576130	TAKE & BAKE BY HOT STUFF
Registration Number:	3794834	TRAVELER'S CAFE
Registration Number:	3729284	TUTTO GUSTO
Serial Number:	77396046	BIG STUFF
Serial Number:	77416434	BIG STUFF PIZZA
Serial Number:	85049600	HOT STUFF FOODS XPRESS
Serial Number:	77392514	HOT STUFF PIZZA
Serial Number:	77621009	HOT STUFF SUBS
Serial Number:	77847846	HOT STUFFED STIX
Serial Number:	85227105	PIZZA STUFFER
Serial Number:	85221160	SPINZ HAND CRAFTED FOOD
Serial Number:	85164023	WE KNOW CONVENIENCE

CORRESPONDENCE DATA

Fax Number: (612)332-9081

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612/332-5300

Email: rerickson@merchantgould.com

Correspondent Name: Gregory C. Golla

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

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NAME OF SUBMITTER:	Gregory C. Golla
Signature:	/gcg/
Date:	05/19/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of March 18, 2011 (this "Trademark Security Agreement"), is entered into by Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC), a South Dakota corporation ("Grantor"), in favor of Ares Capital Corporation (successor to Allied Capital Corporation), a Maryland corporation, in its capacity as Administrative Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Second Amended and Restated Second Lien Credit Agreement, dated as of December 31, 2006 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), by and among the Secured Party, Grantor, HSF Acquisition Company, LLC (f/k/a KOFS Acquisition Company, LLC), a Delaware limited liability company ("HSF Holdings"), and the lenders from time to time party thereto (the "Lenders") pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to Grantor upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of February 2, 2006, among Grantor, HSF Holdings, the other grantors party thereto and the Secured Party (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), Grantor has granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral of Grantor, including without limitation the Trademarks, the Trademark Licenses, trademark applications and all other related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule A attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule A attached hereto.

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

1. Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule

TRADEMARK
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"A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ORION FOOD SYSTEMS, L.L.C.

By: _____
Name: Steve Watkins
Title: CFO

ACCEPTED:

ARES CAPITAL CORPORATION, as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ORION FOOD SYSTEMS, L.L.C.

By: _____
Name:
Title:

ACCEPTED:

ARES CAPITAL CORPORATION, as Secured Party

By: _____
Name: Mark Akkerman
Title: Authorized Signatory

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SCHEDULE A

TRADEMARKS

PENDING APPLICATIONS

MARK	SERIAL NO.	FILING DATE
BIG STUFF (STYLIZED)	77/396,046	02/13/2008
BIG STUFF PIZZA	77/416,434	03/07/2008
HOT STUFF FOODS XPRESS	85/049,600	05/27/2010
HOT STUFF PIZZA & DESIGN	77/392,514	02/08/2008
HOT STUFF SUBS	77/621,009	11/24/2008
HOT STUFFED STIX	77/847,846	10/13/2009
PIZZA STUFFER	85/227,105	01/29/2011
SPINZ HAND CRAFTED FOOD & DESIGN	85/221,160	01/22/2011
WE KNOW CONVENIENCE	85/164,023	11/01/2010

REGISTERED MARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
BIG STUFF	3699509	10/20/2009
BLAZIN'	2355343	06/06/2000
BREAKFAST STACKERS	3796046	06/01/2010
C-STREET GRILLE & DESIGN	3238439	05/01/2007
GAME TIME SPORTS GRILL	3416227	04/22/2008
GAME TIME SPORTS GRILL EST. 2006 & DESIGN	3469063	07/15/2008
GAME TIME SPORTS GRILL EST. 2006 & DESIGN	3469064	07/15/2008
HOT STUFF FOODS & DESIGN	3790917	05/18/2010
HOT STUFF GRILL	3146096	09/19/2006
HOT STUFF GRILL & DESIGN	3562097	01/13/2009

MARK	REGISTRATION NO.	REGISTRATION DATE
HOT STUFF GRILL & DESIGN	3562098	01/13/2009
HOT STUFF PIZZA & DESIGN	3311611	10/16/2007
HOT STUFF TAKE & BAKE AND DESIGN	3661652	07/28/2009
LETTIERI'S	3568233	01/27/2009
LETTIERI'S & DESIGN	3606651	04/14/2009
LETTIERI'S FOOD TO GO	3606650	04/14/2009
LETTIERI'S FOOD TO GO	3606913	04/14/2009
LETTIERI'S FOOD TO GO & DESIGN	3606639	04/14/2009
LETTIERI'S FOOD TO GO & DESIGN	3606908	04/14/2009
LETTIERI'S FOOD TO GO MARKET SELECTS & DESIGN	3881084	11/23/2010
MAC'S MARKET	3124977	08/01/2006
MEGA MAXX	3131292	08/15/2006
MEGARITO	3370091	01/15/2008
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SMASHHITS DELI & DESIGN	3343621	11/27/2007
SMASHHITS DELI & DESIGN	3361032	12/25/2007
STONE WILLY PIZZA HOUSE	3304480	10/02/2007
STONE WILLY PIZZA HOUSE & DESIGN	3309759	10/09/2007
STONE WILLY PIZZA HOUSE & Design	3309760	10/09/2007
STUFFED BREAD STIX	3478402	07/29/2008
TAKE & BAKE BY HOT STUFF & DESIGN	3576130	02/17/2009
TRAVELER'S CAFE	3794834	05/25/2010
TUTTO GUSTO	3729284	12/22/2009