

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
Kronos Foods Corp.		07/22/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N. A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77878734	MEDITERRANEAN DELIGHTS	
Serial Number:	85341940	PARFAISTRY BAG	
Serial Number:	85321750	PITA FLATS	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1963719		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 77878734

Signature:	/richard kalwa/
Date:	07/22/2011
Total Attachments: 4 source=3038837#page1.tif source=3038837#page2.tif source=3038837#page3.tif source=3038837#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 22nd day of July, 2011, Kronos Foods Corp., an Illinois corporation (“*Debtor*”) with its principal place of business and mailing address at 1 Kronos Drive, Glendale Heights, Illinois 60139, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO Harris Bank N.A. (“*Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Amended and Restated Security Agreement dated as of July 22, 2011, between Debtor, Agent and certain other debtors party thereto, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS FOODS CORP.

By Bradley C. O'Dell
Name_ Bradley C. O'Dell _____
Title_ Assistant Secretary & _____
Assistant Treasurer _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KRONOS FOODS CORP.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By  _____
Name STEPHEN ISAACS
Title MGR DIRECTOR

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

PENDING FEDERAL TRADEMARK APPLICATIONS

Mediterranean Delights	U.S. App. No. 77/878734	January 25, 2011	Extension filed for pending statement of use
Parfaistry Bag	U.S. App. No. 85/341940	June 9, 2011	Pending application
Pita Flats	U.S. App. No. 85/321750	May 16, 2011	Pending application