

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kettle Cuisine, LLC		07/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Agent for the Lenders party to the Credit Agreement dated as of July 29, 2011		
<b>Street Address:</b>	One North Franklin Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3717891	KETTLE CUISINE	
Registration Number:	3727594	KETTLE CUISINE	
Registration Number:	3724795	EAT SOUP. FEEL GOOD.	
Registration Number:	3092546	KETTLE CUISINE FRESH SOUP	
Serial Number:	85196609	KETTLE CUISINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)902-1061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	339494-18		

CH \$140.00 3717891

**900198538**

**TRADEMARK**  
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NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	08/01/2011
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2011, by Kettle Cuisine, LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as administrative agent for Lenders (in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Credit Parties from time to time party thereto, Borrower Representative, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interests in the Trademark Collateral shall be released upon termination of the Commitments and payment and satisfaction of all Obligations (other than the contingent indemnification obligations to the extent no claims giving rise thereto have been asserted). Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings and take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and delivered by facsimile or otherwise electronically, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law principles.

[Signature pages follow]

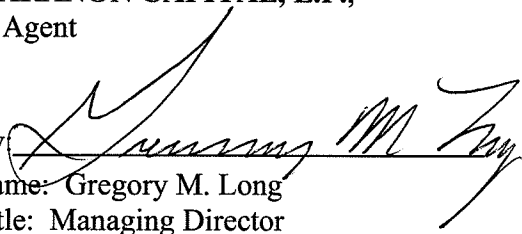
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KETTLE CUISINE, LLC

By: Trent Shute  
Name: Trent Shute  
Title: CO



ACCEPTED AND ACKNOWLEDGED BY:

**MARANON CAPITAL, L.P.,**  
as Agent


By   
Name: Gregory M. Long  
Title: Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Country	Trademark	Registration No.	Registered
USA	KETTLE CUISINE	3717891	01 DEC 2009
USA	KETTLE CUISINE AND DESIGN 	3727594	22 DEC 2009
USA	EAT SOUP. FEEL GOOD.	3724795	15 DEC 2009
USA	KETTLE CUISINE FRESH SOUP AND DESIGN 	3092546	16 MAY 2006


TRADEMARK APPLICATIONS

Country	Trademark	Application No.	Filing Date
USA	KETTLE CUISINE AND DESIGN 	85/196609	13 DEC 2010
CANADA	KETTLE CUISINE AND DESIGN	1508870	16 DEC 2010

[Schedule I]

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**TRADEMARK**  
**REEL: 004595 FRAME: 0286**

Country	Trademark	Application No.	Filing Date
CANADA	KETTLE CUISINE AND DESIGN 	1500167	04 OCT 2010
CANADA	KETTLE CUISINE	1500168	04 OCT 2010

[Trademark Security Agreement]

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RECORDED: 08/01/2011

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