

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
Kettle Cuisine, LLC		07/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent for the Investors party to the Mezzanine Investment Agreement dated as of July 29, 2011		
Street Address:	One North Franklin Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
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	
CORRESPONDENCE DATA			
Fax Number:	(312)902-1061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339494-18		

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TRADEMARK
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NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	08/01/2011
Total Attachments: 6 source=Senior Secured Trademark Security Agreement#page1.tif source=Senior Secured Trademark Security Agreement#page2.tif source=Senior Secured Trademark Security Agreement#page3.tif source=Senior Secured Trademark Security Agreement#page4.tif source=Senior Secured Trademark Security Agreement#page5.tif source=Senior Secured 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 Investors (in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Mezzanine Investment Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Mezzanine Investment 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 Investors 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 "Mezzanine Investment Agreement"), Investors have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Investors 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 Investors, 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 Investors, 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 Investors, a continuing second priority (subject only to the Lien in favor of the Senior Debt Agent) 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 Investors, 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]

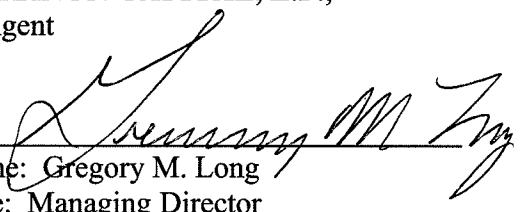
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KETTLE CUISINE, LLC

By: Trent Shute
Name: Trent Shute
Title: CFO

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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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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