

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
Aladdin Food Management Services, LLC		07/31/2011	LIMITED LIABILITY COMPANY: WEST VIRGINIA
A'viands, LLC		07/31/2011	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc.
Street Address:	1 CIT Drive
Internal Address:	Attn: TrustHouse Portfolio Manager
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3668817	RESIDENTS FIRST ALADDIN FOOD MANAGEMENT SERVICES, LLC
Registration Number:	3494576	NEWTON THE NUTRITION NUT
Registration Number:	3143102	A'VIANDS FOOD & SERVICES MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (949)534-9903
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9497576010
 Email: cmcneil@mwe.com
 Correspondent Name: Christy McNeil
 Address Line 1: 18191 Von Karman Ave., Suite 150
 Address Line 2: McDermott Will & Emery LLP
 Address Line 4: Irvine, CALIFORNIA 92612

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TRADEMARK

900198977

REEL: 004599 FRAME: 0346

NAME OF SUBMITTER:	Christy McNeil
Signature:	/cam/
Date:	08/05/2011
Total Attachments: 4 source=Trademark Security Agreement (EXECUTED)#page1.tif source=Trademark Security Agreement (EXECUTED)#page2.tif source=Trademark Security Agreement (EXECUTED)#page3.tif source=Trademark Security Agreement (EXECUTED)#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 31, 2011, by Aladdin Food Management Services, LLC and A'viands, LLC (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of The CIT Group/Business Credit, Inc., in its capacity as administrative agent (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Amended and Restated Guarantee, Pledge and Security Agreement dated as of July 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to provide certain financial accommodations to Pledgors and enter into the Credit Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than excluded property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

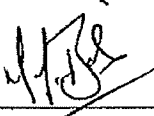
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

Each Pledgor hereto has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

A'VIANDS, LLC

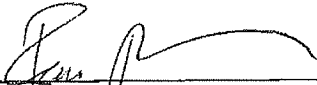
By: 
Name: Michael Bailey
Title: Chairman

ALADDIN FOOD MANAGEMENT SERVICES, LLC OF
WHEELING, WV

By: 
Name: Michael Bailey
Title: Chairman and Chief Executive Officer

Accepted and Agreed:


THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: 
Name: Alan Newmayer
Title: Director

Trademark Security Agreement
(Signature Page)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
ALADDIN FOOD MANAGEMENT SERVICES, LLC WEST VIRGINIA LIMITED LIABILITY CO. 21 ARMORY DRIVE WHEELING, WEST VIRGINIA 26003	3668817	RESIDENTS FIRST ALADDIN FOOD MANAGEMENT SERVICES, LLC 
A'VIANDS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 300 1751 WEST COUNTY ROAD B ROSEVILLE, MINNESOTA 55113	3494576	NEWTON THE NUTRITION NUT
A'VIANDS, LLC MINNESOTA LIMITED LIABILITY CO. SUITE 300 1751 WEST COUNTY ROAD B ROSEVILLE, MINNESOTA 55113	3143102	A'VIANDS FOOD & SERVICES MANAGEMENT 