

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
Cuisine Solutions, Inc.		08/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street		
Internal Address:	23rd Floor - GA-Atlanta-1981		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85265056	CS CUISINE SOLUTIONS SOUS VIDE SOUS-VIDE	
Serial Number:	85264797	CS CUISINE SOLUTIONS SOUS VIDE	
Serial Number:	85265105	CS SOUS-VIDE	
CORRESPONDENCE DATA			
Fax Number:	(704)331-4225		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-378-4805		
Email:	jhartsough@hunton.com		
Correspondent Name:	Jason Hartsough, Esq.		
Address Line 1:	101 South Tryon Street		
Address Line 2:	Suite 3500		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
ATTORNEY DOCKET NUMBER:	33411.31205		
NAME OF SUBMITTER:	Jason Hartsough, Esq.		

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TRADEMARK
 REEL: 004614 FRAME: 0580

Signature:	/Jason Hartsough/
Date:	08/31/2011
Total Attachments: 3 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2011, is made by CUISINE SOLUTIONS, INC., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK ("Lender"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Pledge and Security Agreement, dated as of the date hereof, between Grantor and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor has, pursuant to the Security Agreement, granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the Collateral, including, without limitation, Grantor's trademarks and trademark applications identified in Schedule A attached hereto (the "Trademarks"), as collateral security for the payment and performance in full when due of the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor wishes to further memorialize the security interest described above as it relates to the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants unto Lender a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 WITNESS WHEREOF, Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

CUISINE SOLUTIONS, INC., a Grantor

By: 

Ronald Zilkowski
Chief Financial Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

None.

Trademarks

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Cuisine Solutions, Inc	85265105	CS SOUS-VIDE
Cuisine Solutions, Inc.	85265056	CS CUISINE SOLUTIIONS SOUS VIDE SOUS-VIDE
Cuisine Solutions, Inc.	85264797	CS CUISINE SOLUTIONS SOUS VIDE