

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Little Lady Foods, Inc.		08/31/2011	CORPORATION: ILLINOIS
Marti's Cullinary, Inc.		08/31/2011	CORPORATION: ILLINOIS
Primerro Frozen Foods, Inc.		08/31/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	North Shore Community Bank & Trust Company, as agent
<b>Street Address:</b>	190 S. LaSalle Street, 22nd Floor
<b>Internal Address:</b>	c/o Wintrust Business Credit
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60660
<b>Entity Type:</b>	State bank: ILLINOIS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3953762	LITTLE LADY FOODS
Registration Number:	3953763	LITTLE LADY FOODS
Registration Number:	1527236	PRIMERRO

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
 Phone: 312-258-5724  
 Email: cbollinger@schiffhardin.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Chris L. Bollinger  
 Address Line 1: P.O. Box 06079  
 Address Line 2: Schiff Hardin LLp  
 Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	36461-0002
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	09/30/2011
<p><b>Total Attachments: 19</b></p> <p>source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page1.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page2.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page3.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page4.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page5.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page6.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page7.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page8.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page9.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page10.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page11.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page12.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page13.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page14.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page15.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page16.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page17.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page18.tif  source=9-30 - PDF LITTLE LADY IP SECURITY AGMT#page19.tif</p>	

**PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of August 31, 2011 by Little Lady Foods, Inc., an Illinois corporation ("Parent"), Marti's Culinary, Inc., an Illinois corporation ("MC"), Primerro Frozen Foods, Inc., an Illinois corporation ("PFF"; Parent, MC and PFF are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"), in favor of North Shore Community Bank & Trust Company, an Illinois state bank, acting as agent (in such capacity, the "Agent") for the Lenders referred to below and the L/C Issuer (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, Borrowers, the financial institutions from time to time party thereto ("Lenders"), the L/C Issuer and Agent have entered into that certain Credit Agreement dated as of August 31, 2011 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"); and

**WHEREAS**, it is a condition to the effectiveness of the Credit Agreement, the Lenders' commitments to make certain loans and advances to Borrowers thereunder and the L/C Issuer's commitment to issue certain letters of credit for the account of Borrowers thereunder, that Borrowers enter into this Agreement;

**NOW THEREFORE**, in consideration of the premises, to induce Agent, the L/C Issuer and each Lender to enter into the Credit Agreement, to induce the Lenders to make any loan or advance to Borrowers thereunder, to induce the L/C Issuer to issue any letter of credit for the account of Borrowers thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

**1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Obligations, each Borrower hereby grants to Agent, for the benefit of Lenders, Agent and the L/C Issuer, a security interest in and to all of such Borrower's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect

thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Borrower now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Borrower and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Borrower now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Borrower’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Borrower is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Borrower and now or hereafter covered by such licenses (all of the

foregoing is hererinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of such Borrower’s business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing grant of security interest any of the existing Licenses to which any Borrower is a licensee (and any Patents, Marks and Copyrights currently licensed by others to any Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such grant; provided further, however, that, upon Agent’s request, each Borrower will use its good faith reasonable efforts to obtain any consent needed to subject any such property to this grant of security interest.

**3. Restrictions on Future Agreements.** Each Borrower agrees and covenants that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, such Borrower will not, without Agent’s prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which would violate the terms of this Agreement, and each Borrower further agrees and covenants that without Agent’s prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would reasonably be expected to have a material adverse effect on the validity or enforcement or nature of the rights granted to Agent under this Agreement. Each Borrower agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Agent thereto, except as otherwise expressly permitted by the Credit Agreement.

**4. Certain Covenants, Representations and Warranties of each Borrower.** Each Borrower covenants, represents and warrants (to the best of such Borrower’s knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Borrower) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise, except as expressly permitted by this Agreement, the Security Agreement or any other Loan Document; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would reasonably be expected to adversely effect the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Borrower’s knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Borrower owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Borrower pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the

Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Borrower, in each case except for (A) rights granted by such Borrower pursuant to the applicable licenses listed on Schedules C and E, (B) Liens and encumbrances in favor of Agent, for the benefit of Lenders, the L/C Issuer and itself, pursuant to this Agreement or the other Loan Documents, and (C) Permitted Encumbrances; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Borrower has any right, title or interest; (vii) such Borrower has the unqualified right to enter into this Agreement and perform its terms; (viii) such Borrower will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Borrower's business); and (ix) such Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

**5. New Patents, Marks, Copyrights and Licenses.** If, before the Termination Date, any Borrower shall obtain rights to, or become entitled to the benefit of, any patentable invention, patent, trade name, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Borrower shall give to Agent prompt written notice thereof. Each Borrower hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Borrower or rights of Agent hereunder.

**6. Royalties; Terms.** Each Borrower hereby agrees that the security interest of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Borrower, such smaller geographic location if any is specified for such Borrower's use in the applicable License) and without any liability of Agent to such Borrower for royalties or other related charges. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Credit Agreement.

**7. Inspection.** Agent shall have the right, at any time and from time to time, in accordance with the terms of the Credit Agreement, to inspect any Borrower's premises and to examine any Borrower's books, records and operations, including, without limitation, any Borrower's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Agent to each Borrower of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Borrower under the Marks consistent with the quality of products now manufactured by such Borrower.

**8. Termination of Each Borrower's Interest; Releases.** This Agreement is made for collateral purposes only. Upon the occurrence of the Termination Date, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Agent shall, at the request of any Borrower and at such Borrower's reasonable expense, execute and deliver to such Borrower, all termination statements and other instruments as may be necessary or proper to evidence the termination of the security interest granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Agent. If any of the Patents, Marks, Copyrights or Licenses shall be sold, transferred or otherwise disposed of by any Borrower in a transaction expressly permitted by the Credit Agreement, then Agent, at the request and sole expense of such Borrower, shall execute and deliver to such Borrower all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Patents, Marks, Copyrights or Licenses.

**9. Duties of the Borrowers.** Except to the extent the same is not material to such Borrower's business, each Borrower shall have the duty (i) to prosecute diligently any patent application included in the Patents, any application respecting the Marks, and any copyright application respecting the Copyrights, in each case pending as of the date hereof or thereafter, and (ii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Borrowers. Except to the extent the same is not material to such Borrower's business, each Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Agent and the Required Lenders.

**10. Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Agent shall commence any such suit, each Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between any Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Borrower shall execute and deliver to Agent, at any time or times hereafter at the reasonable request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may reasonably request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby constitutes and appoints Agent as such Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse such Borrower's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Agent deems in good faith to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Borrower hereby releases Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney granted herein.




16. **Binding Effect; Benefits.** This Agreement shall be binding upon each Borrower and its respective successors and assigns and shall inure to the benefit of Agent and its respective successors, assigns and nominees.

17. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.


18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


**LITTLE LADY FOODS, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

**MARTI'S CULINARY, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

**PRIMERRO FROZEN FOODS, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

Received in Chicago, Illinois, as of  
the date first written above.

**NORTH SHORE COMMUNITY BANK &  
TRUST COMPANY, as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**LITTLE LADY FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARTI'S CULINARY, INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PRIMERRO FROZEN FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Received in Chicago, Illinois, as of  
the date first written above.

**NORTH SHORE COMMUNITY BANK &  
TRUST COMPANY, as Agent**

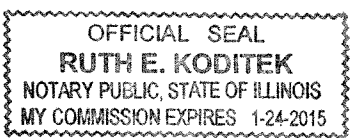
By:   
Name: DANIEL HARVEY  
Title: SVP

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel Beccain personally known to me to be the Vice Chair of Little Lady Foods, Inc., an Illinois corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of September, 2011.

(NOTARIAL SEAL)



Ruth E. Koditek  
Notary Public

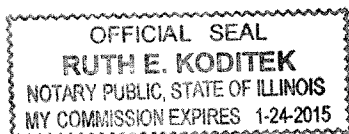
My Commission Expires: 1-24-2015

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel Secor personally known to me to be the Vice Chair of Marti's Culinary, Inc., an Illinois corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9<sup>th</sup> day of September, 2011.

(NOTARIAL SEAL)



Ruth E. Koditek  
Notary Public

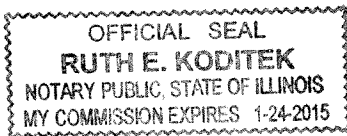
My Commission Expires: 1-24-2015

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Daniel Geocaris personally known to me to be the Vice Chair of Primerro Frozen Foods, Inc. an Illinois corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent, Copyright, License and Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of September, 2011.

(NOTARIAL SEAL)



Ruth E. Koditek  
Notary Public

My Commission Expires: 1-24-2015

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

None

**SCHEDULE B**  
**COPYRIGHTS**

None



**SCHEDULE C**  
**PATENT AND COPYRIGHT LICENSES**

None

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

“Little Lady Foods” - Registration No. 3953762 - Registration Date May 3, 2011

“Little Lady Foods” with design logo - Registration No. 3953763 - Registration Date May 3,  
2011

“Primerro” - Registration No. 1527236 - Registration Date February 28, 1989


**SCHEDULE E**  
**TRADEMARK LICENSES**

None




~~September 31~~<sup>AUGUST</sup> This power of attorney is made pursuant to that certain Credit Agreement dated as of ~~September 31~~, 2011 among the Borrowers, the financial institutions listed on the Commitment Schedule thereto and Agent and may not be revoked until the payment in full of all liabilities and obligations of the Borrowers under such Credit Agreement.


**LITTLE LADY FOODS, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

**MARTI'S CULINARY, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

**PRIMERRO FROZEN FOODS, INC.**

By:   
Name: Daniel Geocaris  
Title: Vice Chair

CH210224187.4