

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
Home Market Foods, Inc.		10/19/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Medley Opportunity Fund II, LP		
Street Address:	375 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2742969	COOKED PERFECT	
Registration Number:	2537356	FAMILY BUFFET	
Registration Number:	3037363	FREEZER QUEEN	
Registration Number:	3031287	FREEZER QUEEN	
Registration Number:	2261730	HOME MARKET	
Registration Number:	2133013	HOMESTYLE TASTE YOU CAN TRUST	
Registration Number:	2937582	PAPA LUIGI	
Registration Number:	2400643	ROLLERBITES	
Registration Number:	2054194	SAUSAGETIZERS	
Registration Number:	2782711	SAVOR THE ORIENT IN MINUTES	
Registration Number:	4036164	NEW ENGLAND'S FAVORITE GAMEDAY MEATBALL!	
Registration Number:	3015848	ROLLERWRAPS	
Serial Number:	85226444	BOLDER	
Serial Number:	85226475	BOLDER BITES	

OP \$515.00 2742969

Serial Number:	85108966	COOKED PERFECT MEATBALL MADNESS
Serial Number:	85253014	EASY BITES
Serial Number:	85104208	HOT STARTERS
Serial Number:	77436955	ROLLERBURGER
Serial Number:	85424313	ROLLER BITES SLAMMERZ BITE SIZE, BIG FLAVOR!
Serial Number:	77641522	WHAT GOES AROUND . . . TASTES INCREDIBLE

CORRESPONDENCE DATA

Fax Number: (404)572-5134
 Email: jhannon@kslaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: James M. Hannon
 Address Line 1: 1180 Peachtree Street
 Address Line 2: King & Spalding LLP
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18578.009016
NAME OF SUBMITTER:	James M. hannon
Signature:	/James M. Hannon/
Date:	10/20/2011

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 19th day of October, 2011, Home Market Foods, Inc., a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 140 Morgan Drive, Norwood, Massachusetts 02062 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Medley Opportunity Fund II, LP, a Delaware limited partnership (“*Medley*”), with its mailing address at 375 Park Avenue, New York, New York 10152 acting as collateral agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (Medley acting as such collateral agent and any successor(s) or assign(s) to Medley acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

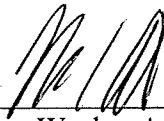
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Pages Follow]

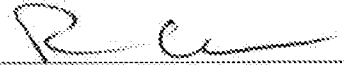
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOME MARKET FOODS, INC.

By  _____
Name: Wesley Atamian
Title: President

Accepted and agreed to as of the date and year last above written.

MEDLEY OPPORTUNITY FUND II, L.P.

By 
Name Richard Allorto
Title CFO

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
COOKED PERFECT	2742969	29-Jul-2003
FAMILY BUFFET	2537356	05-Feb-2002
FREEZER QUEEN	3037363	03-Jan-2006
FREEZER QUEEN (& Design)	3031287	20-Dec-2005
HOME MARKET	2261730	13-Jul-1999
HOMESTYLE TASTE YOU CAN TRUST	2133013	27-Jan-1998
PAPA LUIGI	2937582	05-Apr-2005
ROLLERBITES	2400643	31-Oct-2000
SAUSAGETIZERS (& Design)	2054194	22-Apr-1997
SAVOR THE ORIENT IN MINUTES	2782711	11-Nov-2003
NEW ENGLAND'S FAVORITE GAMEDAY MEATBALL!	4,036,164	04-Oct-2011
ROLLERWRAPS	3,015,848	15-Nov-2005

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
BOLDER	85/226,444	26-Jan-2011
BOLDER BITES	85/226,475	26-Jan-2011
COOKED PERFECT MEATBALL MADNESS	85/108,966	17-Aug-2010
EASY BITES	85/253,014	28-Feb-2011
HOT STARTERS	85/104,208	10-Aug-2010
ROLLERBURGER	77/436,955	01-Apr-2008
SLAMMERZ Logo	85/424,313	16-Sep-2011
WHAT GOES AROUND...TASTES INCREDIBLE	77/641,522	30-Dec-2008

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

MARK	SERIAL NO.	REG. NO.	COUNTRY	FILED	GRANTED
COOKED PERFECT*			Canada		
FAMILY BUFFET	1483027		Canada	29-Jun-2010	
FREEZER QUEEN (& Design)	1363357	TMA729,978	Canada	12-Sep-2007	02-Dec-2008
HOME MARKET	853491	533406	Canada	20-Aug-1997	26-Sep-2000
PAPA LUIGI	673253	876954	Mexico	23-Aug-2004	21-Apr-2005
ROLLERBITES	1001394	532309	Canada	06-Jan-1999	07-Sep-2000
ROLLERBITES	670447	851925	Mexico	05-Aug-2004	05-Aug-2004
THE BURGERS YOU EAT LIKE HOT DOGS	1054838	564551	Canada	17-May-2000	10-Jul-2002
WHAT GOES AROUND...TASTES INCREDIBLE*			Canada		

*10/7/11 - Instructed Canadian associate to file new applications. Application number not yet assigned.