

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
JR Kinder's Enterprises, Inc.		11/03/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Paula K. Kinder, trustee of the Paula K. Kinder Living Trust
Street Address:	3050 Hampton Road
City:	Martinez
State/Country:	CALIFORNIA
Postal Code:	94553
Entity Type:	TRUST: CALIFORNIA

Name:	Justin Kinder
Street Address:	4867 John Muir Road
City:	Martinez
State/Country:	CALIFORNIA
Postal Code:	94553
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Dan R. Kinder, trustee of the Danny Ray Kinder Living Trust
Street Address:	470 Sunhill Lane
City:	Martinez
State/Country:	CALIFORNIA
Postal Code:	94553
Entity Type:	TRUST: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2808724	KINDER'S
Registration Number:	2877154	KINDER'S

900208320

**TRADEMARK
 REEL: 004669 FRAME: 0275**

OP \$90.00 2808724

Registration Number:

3712015

KINDER'S

CORRESPONDENCE DATA

Fax Number: (925)830-8787

Phone: 9258661000

Email: jishibashi@gpsllp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jon M. Ishibashi

Address Line 1: 6111 Bollinger Canyon Road

Address Line 2: Suite 500

Address Line 4: San Ramon, CALIFORNIA 94583

ATTORNEY DOCKET NUMBER:

KINDER (3695)

NAME OF SUBMITTER:

Jon M. Ishibashi

Signature:

/jon m. ishibashi/

Date:

12/01/2011

Total Attachments: 7

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AMENDMENT TO SECURITY AGREEMENT

THIS AMENDMENT TO SECURITY AGREEMENT ("*Amendment*") is made as of November 3, 2011 (the "Effective Date") by and between JBJ Holding, Inc., a California corporation and JR Kinder's Enterprises, Inc., a California corporation, P.K. Kinder Co., Inc. (collectively, the "*Debtor*") and Paula K. Kinder, trustee of the Paula K. Kinder Living Trust; Dan R. Kinder, trustee of the Danny Ray Kinder Living Trust; Paula Kinder, administrator of the Estate of Jacob Daniel Kinder; and Justin Stewart Kinder (collectively, the "*Secured Party*") amends the SECURITY AGREEMENT dated August 27, 2007 ("*Security Agreement*") among JBJ Holding, Inc., and JR Kinder's Enterprises, Inc., and Secured Party.

Recitals

A. On July 11, 2011, the parties entered into an Amendment Agreement ("*2011 Agreement*") pursuant to which Debtors agreed to take all necessary action to record the Secured Party's Security interest in the Kinder Marks and (ii) further amended the Security Agreement to add all recipes used to prepare sauces sold by P.K. Kinder Co., Inc.

B. P.K. Kinder Co., Inc. is a wholly owned subsidiary of JBJ Holding, Inc. and is entering into this Amendment in order to induce Secured Party to enter into the 2011 Agreement.

C. The Estate of Jacob Daniel Kinder has been closed and all interests of Jacob Kinder have been transferred to Justin Kinder.

D. The parties wish to amend the Security Agreement as provided herein.

Agreement

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Amendment, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the undersigned hereby agree as follows:

- 1.** Incorporation of Recitals. The foregoing Recitals are hereby incorporated by reference as if fully written herein.
- 2.** Capitalized Terms. Capitalized terms which are not defined in this Amendment shall have the meaning given such terms in the Security Agreement.
- 3.** Security Interest. Grant of Security Interest; Collateral. To secure payment and performance of the Obligations (as defined in the Security Agreement), Debtor hereby grants to Secured Party a continuing security interest in the trademarks and goodwill and stock listed on Exhibit B to the Security Agreement (including without reservations trademark registration nos. 2808724, 2877154, and 3712015), and in all recipes used to prepare sauces sold by P.K. Kinder Co., Inc. (collectively, the "*Collateral*").

4. Effectiveness of Security Agreement; Conflict. Except as explicitly modified by this Amendment, the parties hereby ratify and accept that all of the terms and provisions of Security Agreement are and remain in full force and effect, provided that, in the event of a conflict between the terms of the Security Agreement and this Amendment, the terms of this Amendment shall control.
5. Entire Agreement. The Security Agreement, as amended by this Amendment, is intended as, complete statement of all of the terms and the arrangements between the Parties with respect to the matters provided for therein and herein, and supersedes any previous agreements and understandings between the Parties with respect to those matters.
6. Severability. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any other provision of this Amendment, which shall remain in full force and effect.
7. Binding Effect; No Assignment. Except as otherwise expressly provided by the Security Agreement, this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Amendment, express or implied, shall create or be deemed to create any third party beneficiary rights in any person not party to the Security Agreement.
8. Amendments. This Amendment may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference to this Amendment, signed by each of the parties hereto.
9. Governing Law. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of California, without reference to conflict of laws principles.
10. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

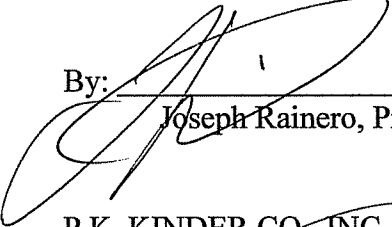
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

DEBTOR:

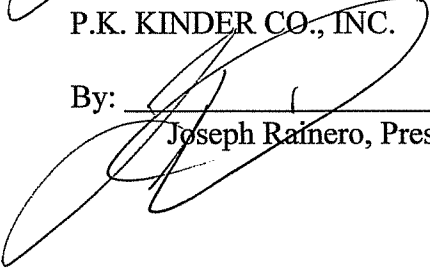
JBH HOLDING, INC.

By: 
Joseph Rainero, President

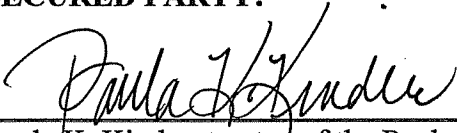
JR KINDER'S ENTERPRISES, INC.

By: 
Joseph Rainero, President

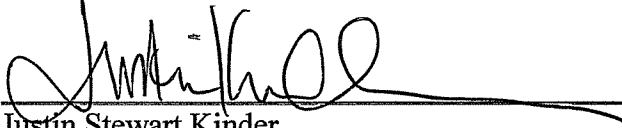
P.K. KINDER CO., INC.

By: 
Joseph Rainero, President

SECURED PARTY:


Paula K. Kinder, trustee of the Paula K. Kinder Living Trust;

Dan R. Kinder, trustee of the Danny Ray Kinder Living Trust;


Justin Stewart Kinder

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

DEBTOR:

JBH HOLDING, INC.

By: _____
Joseph Rainero, President

JR KINDER'S ENTERPRISES, INC.

By: _____
Joseph Rainero, President

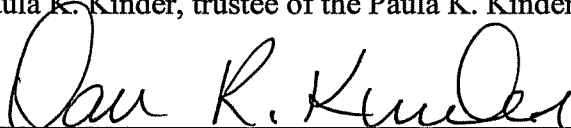
P.K. KINDER CO., INC.

By: _____
Joseph Rainero, President

SECURED PARTY:

1

Paula K. Kinder, trustee of the Paula K. Kinder Living Trust;



Dan R. Kinder, trustee of the Danny Ray Kinder Living Trust;

Justin Stewart Kinder

