

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
Bellisio Foods, Inc.		12/16/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1690697	
Registration Number:	3390779	AUTHENTICO
Registration Number:	3005011	BUDGET GOURMET BISTRO
Registration Number:	3752743	THE BEAUTIFUL FOODS COMPANY
Registration Number:	3667281	BELLISIO FOODS
Registration Number:	3455853	BUNDINOS
Registration Number:	3554680	THE FAMILY TABLE
Registration Number:	1871756	HOWLIN' COYOTE
Registration Number:	3699950	LET MAMA FEED YOU
Registration Number:	1712572	MICHELINA'S
Registration Number:	3006370	MICHELINA'S LEAN GOURMET
Registration Number:	2766991	MICHELINA'S PIZZA SNACK ROLLS
Registration Number:	2256005	MICHELINA'S SIGNATURE
Registration Number:	3795024	MICHELINA'S SNACKERS

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Registration Number:	2776746	POP'N CHICKEN
Registration Number:	2156913	YU SING
Registration Number:	2821708	ZAP'EMS
Registration Number:	4014020	ZAP'EMS GOURMET
Serial Number:	85223143	GRILL'EMS
Serial Number:	85121592	LEAN GOURMET BY MICHELINA'S
Serial Number:	85223149	MICHELINA'S GRILL'EMS GOURMET
Serial Number:	85342128	MICHELINA'S NATURAL GOURMET
Serial Number:	77935600	SOLO GOURMET

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Phone: 312/876-7628

Email: linda.kastner@lw.com

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

Correspondent Name: Linda Ruth Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Linda Kastner

Signature:

/lk/

Date:

12/19/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Grantors, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement has been filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

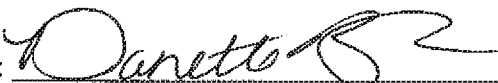
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BELLISIO FOODS, INC., as Grantor

By: 
Name: DANETTE BUCSKO
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Scott Garlinghouse

Title: Its Duly Authorized Signatory

(Signature Page to Trademark Security Agreement - Bellisio)



TRADEMARK
REEL: 004682 FRAME: 0302

Schedule to Trademark Security Agreement (Bellisio Foods):

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
DESIGN MARK (WOMAN'S HEAD) 	1690697	6/2/92
AUTHENTICO	3390779	3/4/08
BUDGET GOURMET BISTRO	3005011	10/4/05
THE BEAUTIFUL FOODS COMPANY	3752743	2/23/10
BELLISIO FOODS	3667281	8/11/09
BUNDINOS	3455853	6/24/08
THE FAMILY TABLE	3554680	12/30/08
HOWLIN COYOTE & design 	1871756	1/3/95
LET MAMA FEED YOU	3699950	10/20/09
MICHELINA'S	1712572	9/1/92
MICHELINA'S LEAN GOURMET	3006370	10/11/05
MICHELINA'S PIZZA SNACK ROLLS	2766991	9/23/03
MICHELINA'S SIGNATURE	2256005	6/22/99
MICHELINA'S SNACKERS	3795024	5/25/10
POP'N CHICKEN	2776746	10/21/03
YU SING	2156913	5/12/98
ZAP'EMS	2821708	3/9/04
ZAP'EMS GOURMET	4014020	8/16/11

2. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
GRILL'EMS	85223143	1/21/11
LEAN GOURMET BY MICHELINA'S	85121592	9/02/10
MICHELINA'S GRILL'EMS GOURMET	85223149	1/21/11
MICHELINA'S NATURAL GOURMET	85342128	6/9/11
SOLO GOURMET	77935600	2/15/10