

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
RAYBERN FOODS, LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ONEWEST BANK, FSB		
Street Address:	888 EAST WALNUT STREET - HQ-05-03		
Internal Address:	ATTN: GARY KIRSHNER		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85219504	BRINGING THE DELI TO YOU	
Registration Number:	3852025	BERNIE'S	
Registration Number:	3872289	MEAL ESSENTIALS	
Registration Number:	3875770	RAYBERN QUALITY FOODS	
CORRESPONDENCE DATA			
Fax Number:	(213)226-4028		
Phone:	212-858-1000		
Email:	kevin.davis@pillsburylaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	TIMOTHY P. KOBER, ESQ.		
Address Line 1:	PILLSBURY WINTHROP SHAW PITTMAN LLP		
Address Line 2:	1540 BROADWAY		
Address Line 4:	NEW YORK, NEW YORK 10036-4039		

CH \$115.00 85219504

ATTORNEY DOCKET NUMBER:	094327-0000021
NAME OF SUBMITTER:	TIMOTHY P. KOBER
Signature:	/Timothy P. Kober/
Date:	12/30/2011
<p>Total Attachments: 5</p> <p>source=Raybern Trademark Security Agreement#page1.tif</p> <p>source=Raybern Trademark Security Agreement#page2.tif</p> <p>source=Raybern Trademark Security Agreement#page3.tif</p> <p>source=Raybern Trademark Security Agreement#page4.tif</p> <p>source=Raybern Trademark Security Agreement#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, this "Agreement"), is made by RAYBERN FOODS, LLC, a Delaware limited liability company (the "Grantor"), in favor of ONEWEST BANK, FSB (the "Lender");

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement dated as of even date herewith (said Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being called the "Credit Agreement") with the Grantor; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 28, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as collateral security for the Secured Obligations, the Grantor granted to the Lender a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral, including, without limitation, all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Lender agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. The Grantor hereby pledges and grants to the Lender, and hereby reaffirms its pledge and grant pursuant to the Security Agreement of a security interest in and to, right, title and interest of the Grantor in and to the trademarks set forth on Schedule 1 hereto, all goodwill symbolized thereof, all proceeds therefrom and the right to bring an action at law or in equity for any infringement, dilution or violation of any of the trademarks occurring prior to the date hereof, and all other interests in the trademarks as set forth in the Security Agreement (the "Trademark Collateral").

3. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Conflicts. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall prevail.

5. Termination. Upon the payment in full of all Secured Obligations, and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to the Grantor. Upon any such termination the Lender shall, at the Grantor's expense, execute and deliver to the Grantor or otherwise authorize the filing of such documents as Grantors shall reasonably request, including, without limitation, financing statement amendments to evidence such termination and documentation evidencing the release of security interests and liens upon the Trademark Collateral appropriate for

recordation in the U.S. Patent and Trademark Office. Upon any disposition of property permitted by the Credit Agreement, the Liens granted herein shall be deemed to be automatically released and such property shall automatically revert to the Grantor with no further action on the part of any Person. The Lender shall, at the Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as the Grantor shall reasonably request, in form and substance reasonably satisfactory to the Lender, including, without limitation, financing statement terminations to evidence such release and documentation evidencing the release of security interests and liens upon the Trademark Collateral appropriate for recordation in the United States Patent and Trademark Office.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective authorized representatives thereunto duly authorized as of the date first written above.

RAYBERN FOODS, LLC, as Grantor

By: Dennis Cutter
Name: Dennis Cutter
Title: Chief Financial Officer

ONEWEST BANK, FSB, as Lender


By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective authorized representatives thereunto duly authorized as of the date first written above.

RAYBERN FOODS, LLC, as Grantor

By: _____
Name:
Title:

ONEWEST BANK, FSB, as Lender

By: 
Name: GARY KIRSHNER
Title: Senior Vice President

SCHEDULE 1

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
PENDING			
BRINGING THE DELI TO YOU	85/219,504	01/18/2011	Raybern Foods, LLC
REGISTERED			
BERNIE'S	3,852,025	09/28/2010	Raybern Foods, LLC
MEAL ESSENTIALS	3,872,289	11/09/2010	Raybern Foods, LLC
RAYBERN QUALITY FOODS	3,875,770	11/16/2010	Raybern Foods, LLC