

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
NONNI'S FOODS LLC		01/17/2012	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2000 S. Naperville Rd.		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60189		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1852533	CAFE BISCOTTI	
Registration Number:	2895990	MAMMA SAYS	
Registration Number:	2290315	NONNI'S	
Registration Number:	2853785	NONNI'S	
Registration Number:	1727905	NONNI'S	
Registration Number:	2222870	NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE	
Registration Number:	3568153	TREAT YOURSELF TO A NONNI'S BISCOTTI BREAK	
Registration Number:	3022160	THE ORIGINAL ITALIAN FORTUNE COOKIE	
Registration Number:	3703287	TUSCONI	
Registration Number:	1869831	BISTRO BISCOTTI	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
Phone:	312-357-1313		

Email: msweetin@btlaw.com

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

Correspondent Name: Timothy S. McFadden

Address Line 1: BARNES & THORNBURG LLP

Address Line 2: P.O. Box 2786

Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	22832-117
NAME OF SUBMITTER:	Timothy S. McFadden
Signature:	/Timothy S. McFadden/
Date:	01/18/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2012, by Nonni's Foods LLC, a Delaware limited liability company ("Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Administrative Agent and the lenders ("Lenders") from time to time party thereto (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement of even date herewith (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and the ratable benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business symbolized by each such Trademark; and
- (d) all proceeds of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the

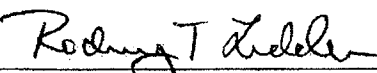
security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

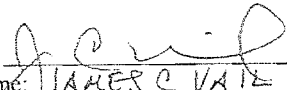
IN WITNESS WHEREOF, Grantor and the Administrative Agent have executed this Trademark Security Agreement as of the date first set forth above.

NONNI'S FOODS LLC, a Delaware limited liability company

By: 
Name: Rodney Biddle
Title: Chief Financial Officer



ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: JAMES C VAIZ
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS & PENDING TRADEMARK APPLICATIONS

Trademark	Application Date	Application Number	Registration Date	Registration No.
CAFE BISCOTTI	10/19/1993	74/449577	9/6/1994	1852533
MAMMA SAYS	1/20/2000	75/901209	10/19/2004	2895990
NONNI'S	12/31/1998	75614210	11/2/1999	2290315
NONNI'S	6/11/2003	78/261289	6/15/2004	2853785
NONNI'S (STYLIZED)	5/29/1991	74/171232	10/27/1992	1727905
NONNI'S AUTHENTIC ITALIAN FAMILY RECIPE AND DESIGN 	3/3/1998	75/444074	2/9/1999	2222870
TREAT YOURSELF TO A NONNI'S BISCOTTI BREAK	3/14/2007	77/131167	1/27/2009	3568153
THE ORIGINAL ITALIAN FORTUNE COOKIE	07-Jun-2001	76268246	29-Nov-2005	3022160
TUSCONI 	13-Nov-2008	77613641	27-Oct-2009	3703287
BISTRO BISCOTTI	10-Jan-1994	74477814	27-Dec-1994	1869831