

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Fresh Foods, Inc.		05/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4095413	SCRATCH MADE SIMPLE
Registration Number:	4017129	NATURE'S GARDEN SALADS
Registration Number:	4035851	CITIZEN CHEF
Registration Number:	3562649	TOSS UPS
Registration Number:	3413243	TAYLOR FRESH
Registration Number:	3028204	STEAMCUISINE
Registration Number:	3909979	HANDCRAFTED SALADS
Registration Number:	3775084	TAYLOR ORGANIC
Registration Number:	2920189	STEAMCUISINE
Registration Number:	2878712	TAYLOR FARMS FINEST QUALITY SALADS
Registration Number:	2068252	TAYLOR FARMS
Serial Number:	85366512	SWEET ROMAINE
Serial Number:	85308844	CITIZEN CHEF SCRATCH MADE SIMPLE

OP \$440.00 4095413

Serial Number:	85305301	TAKE BACK DINNER
Serial Number:	85215429	FARMER'S SELECT SALADS
Serial Number:	77820735	FOOD FIGHT
Serial Number:	77820728	FOOD FIGHT!

CORRESPONDENCE DATA

Fax Number: 9194168328
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4761 EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	05/16/2012

Total Attachments: 4
source=Trademarks - Taylor Fresh to BOA#page1.tif
source=Trademarks - Taylor Fresh to BOA#page2.tif
source=Trademarks - Taylor Fresh to BOA#page3.tif
source=Trademarks - Taylor Fresh to BOA#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of May 14, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
----------------------	--	--------------------------

See Schedule 1 attached
hereto.

TRADEMARK APPLICATIONS

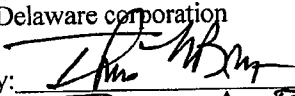
<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
-----------------------------------	---	---

See Schedule 1 attached
hereto.

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Taylor Fresh Foods, Inc.,
a Delaware corporation

By: 
Name: Thomas M. Bryan
Title: CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

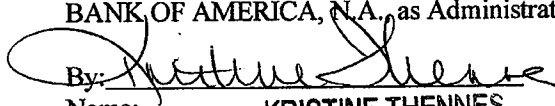
Very truly yours,

Taylor Fresh Foods, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: KRISTINE THENNES
Title: Vice President

TAYLOR FRESH FOODS, INC.
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 004781 FRAME: 0606

Schedule 1

Taylor Fresh Foods, Inc.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SCRATCH MADE SIMPLE	4095413	2/7/12
NATURE'S GARDEN SALADS	4017129	8/23/11
CITIZEN CHEF	4035851	10/4/11
TOSS UPS	3562649	1/13/09
TAYLOR FRESH	3413243	4/15/08
STEAMCUISINE and Design	3028204	12/13/05
HANDCRAFTED SALADS and Design	3909979	1/25/11
TAYLOR ORGANIC	3775084	4/13/10
STEAMCUISINE	2920189	1/18/05
TAYLOR FARMS FINEST QUALITY SALADS and Design	2878712	8/31/04
TAYLOR FARMS	2068252	6/10/97

Pending Applications

Mark	Application No.	Filing Date
SWEET ROMAINE	85366512	7/8/11
CITIZEN CHEF SCRATCH MADE SIMPLE and Design	85308844	4/29/11
TAKE BACK DINNER	85305301	4/26/11
FARMER'S SELECT SALADS	85215429	1/11/11
FOOD FIGHT	77820735	9/4/09
FOOD FIGHT!	77820728	9/4/09