

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
Valley Services, Inc. (as Pledgor)		06/01/2012	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA	
Name:	CIT Group/Business Credit, Inc. (as Agent)
Street Address:	1 CIT Drive
Internal Address:	Attn: TrustHouse Portfolio Manager
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2649335	BRINGING FRESH IDEAS TO THE TABLE
Registration Number:	2654343	VALLEY
Registration Number:	3486863	TRADITIONS MEAL SOLUTIONS

CORRESPONDENCE DATA	
Fax Number:	9495349959
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949.757.7185
Email:	jsbrown@mwe.com
Correspondent Name:	Peter E. Kim
Address Line 1:	McDermott Will & Emery LLP
Address Line 2:	4 Park Plaza, Suite 1700
Address Line 4:	Irvine, CALIFORNIA 92614-2559

ATTORNEY DOCKET NUMBER:	074029-0150
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NAME OF SUBMITTER:	Peter E. Kim
Signature:	/Peter E. Kim/
Date:	06/05/2012
Total Attachments: 4 source=CITSecurityAgreement#page1.tif source=CITSecurityAgreement#page2.tif source=CITSecurityAgreement#page3.tif source=CITSecurityAgreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 1, 2012, by Valley Services, Inc., a Mississippi corporation ("Valley," and together with any other pledgor party hereto from time to time, the "Pledgors" and each, a "Pledgor"), in favor of The CIT Group/Business Credit, Inc., in its capacity as administrative agent (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Second Amended and Restated Guarantee, Pledge and Security Agreement dated as of June 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to provide certain financial accommodations to Pledgors and enter into the Credit Agreement, the Pledgors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than excluded property).

SECTION 3. 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 Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.


SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.



VALLEY SERVICES, INC.

By: 
Name: Michael Bailey
Title: Chairman

Trademark Security Agreement
(Signature Page)

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	DATABASE	REGISTRATION NUMBER	TRADEMARK
Valley	U.S. Federal	2649335	BRINGING FRESH IDEAS TO THE TABLE
Valley	U.S. Federal	2654343	VALLEY SERVICES, INC. 
Valley	U.S. Federal	3486863	TRADITIONS MEAL SOLUTIONS 

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