

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
Huxtable's Kitchen, Inc.		06/04/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	First Canadian Place, 11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2094255	HUXTABLE'S	
Registration Number:	3344180	HUXTABLE'S	
Registration Number:	2362474	HUXTABLE'S KITCHEN	
Registration Number:	3338034	ITTY BITTY	
Registration Number:	3920581	CUCINA D'AMORE	
Registration Number:	3883764	RED ENVELOPE FOODS	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 2094255

ATTORNEY DOCKET NUMBER:	1988807
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/06/2012
Total Attachments: 5 source=3213746#page1.tif source=3213746#page2.tif source=3213746#page3.tif source=3213746#page4.tif source=3213746#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 4th day of June, 2012, HUXTABLE'S KITCHEN, INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2100 East 49th Street, Vernon, California 90058, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 11th Floor, First Canadian Place, Toronto, Ontario, Canada M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*") a continuing security interest in, for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of the continuing security interest in the trademarks, trademark

registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HUXTABLE'S KITCHEN, INC.

By 
Name Jason Knight
Title President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By _____
Name _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004795 FRAME: 0781


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HUXTABLE'S KITCHEN, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By  _____
Name Lyla Kanji
Title Director,
Loan Syndications

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
HUXTABLE'S (Class 30)	2,094,255	Sept. 9, 1997
HUXTABLE'S (Class 29)	3,344,180	Nov. 27, 2007
HUXTABLE'S KITCHEN (Class 30)	2,362,474	June 27, 2000
ITTY BITTY	3,338,034	Nov. 20, 2007
CUCINA D'AMORE	3,920,581	Feb. 15, 2011
RED ENVELOPE FOODS	3,883,764	Nov. 30, 2010