

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
CULVER CITY MEAT CO., INC.		06/28/2012	CORPORATION: CALIFORNIA
GOLDEN WEST TRADING, INC.		06/28/2012	CORPORATION: CALIFORNIA
COMPLETELY FRESH FOODS, INC.		06/28/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	U.S. BANK National Association
Street Address:	601 Second Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402-4302
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85382925	HOTZZARELLA
Serial Number:	85209535	VEGGIE HARVEST
Serial Number:	77692871	OYZER KOSHER FOODS
Serial Number:	77824064	CULVER CITY MEAT CO. YOU CAN'T BEAT OUR MEAT
Serial Number:	85326577	S'MORE FUN
Serial Number:	85325393	S'MORES INDOORS
Serial Number:	85406537	DIRTY CRUST
Serial Number:	77938315	TEVA FOODS
Serial Number:	77938289	TEVA FOODS
Serial Number:	77938281	TEVA KOSHER FOODS
Serial Number:	77938278	TEVA
Serial Number:	77750011	ROYAL POULTRY PROCESSORS OF QUALITY POULTY

OP \$465.00 85382925

Serial Number:	77684398	GOLDEN WEST TRADING SEAFOOD COMPANY
Serial Number:	77569124	PREMIUM CUTS BEEF
Serial Number:	77100244	COMPLETELY FRESH FOODS COOKED & PREPARED
Serial Number:	77089152	ROYAL POULTRY
Serial Number:	77089121	CULVER CITY MEAT CO.
Serial Number:	77089037	GWT GOLDEN WEST TRADING, INC.

CORRESPONDENCE DATA

Fax Number: 3125584380
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.849.3672
Email: scanoy@mcguirewoods.com
Correspondent Name: Salina R. Canoy, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Salina R. Canoy
Signature:	/src/
Date:	07/13/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 28th day of June 2012, among GOLDEN WEST TRADING, INC., a California corporation, CULVER CITY MEAT CO., INC., a California corporation, COMPLETELY FRESH FOODS, INC., a California corporation (each a "Grantor" and, collectively, "Grantors"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement") by and among Grantors (Grantors, together with each other Person that becomes a party thereto pursuant to Section 8.5 of the Financing Agreement, each a "Borrower", and, collectively, "Borrowers") and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Financing Agreement and the other Loan Documents, Grantors are required to execute and deliver to Bank 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Bank as security for the Obligations, a continuing first priority security interest in all of such 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 such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and no Grantor shall be deemed to have granted a security interest in, such items excluded from the Collateral, as specified in the Financing Agreement and the other Loan Documents.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrowers, to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement and the other Loan Documents. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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 any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5 or the Financing Agreement, each Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

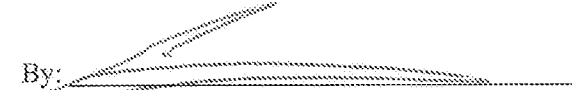
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Financing Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

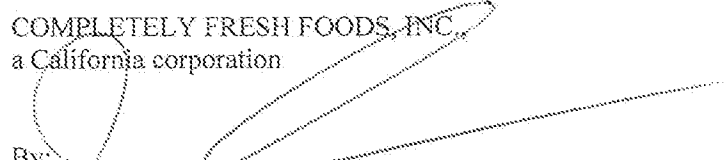
GOLDEN WEST TRADING, INC.,
a California corporation

By: 
Name: Duil Chapman
Title: CEO

CULVER CITY MEAT CO., INC.,
a California corporation

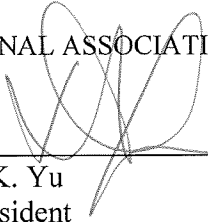
By: 
Name: Levi Chapman
Title: CEO

COMPLETELY FRESH FOODS, INC.
a California corporation

By: 
Name: Josh Kelly
Title: CEO

ACCEPTED AND
ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Daniel K. Yu
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Owner:</u>	<u>Word Mark:</u>	<u>Serial Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Status:</u>	<u>Notes:</u>
CFF	HOTZZARELLA	85382925	N/A	7/27/11	1B; LIVE	
CFF	VEGGIE HARVEST	85209535	4055295	1/3/11	1A; LIVE	
CFF	OYZER KOSHER FOODS	77692871	N/A	3/17/09	1B; LIVE	
CCMC	CULVER CITY MEAT CO. YOU CAN'T BEAT OUR MEAT	77824064	3798795	9/10/09	1A; LIVE	
GWT	S'MORE FUN	85326577	N/A	5/20/11	1B; LIVE	
GWT	S'MORES INDOORS	85325393	N/A	5/19/11	1A; LIVE	
GWT	DIRTY CRUST	85406537	N/A	8/24/11	1B; LIVE	
GWT to Teva Foods	TEVA FOODS	77938315	N/A	2/17/10	1A; LIVE	Will transfer from GWT to Teva Foods, Inc. post-closing.
GWT to Teva Foods	TEVA FOODS	77938289	N/A	2/17/10	1A; LIVE	Will transfer from GWT to Teva Foods, Inc. post-closing.
GWT to Teva Foods	TEVA KOSHER FOODS	77938281	N/A	2/17/10	1A; LIVE	Will transfer from GWT to Teva Foods, Inc. post-closing.
GWT to Teva Foods	TEVA	77938278	N/A	2/17/10	1A; LIVE	Will transfer from GWT to Teva Foods, Inc. post-closing.
GWT	ROYAL POULTRY PROCESSORS OF QUALITY POULTRY	77750011	3762552	6/2/09	1A; LIVE	
GWT	GOLDEN WEST TRADING SEAFOOD COMPANY	77684398	3765117	3/5/09	1A; LIVE	

GWT	PREMIUM CUTS BEEF	77569124	3723441	9/12/08	1A; LIVE	
GWT to CFF	COMPLETELY FRESH FOODS COOKED & PREPARED	77100244	3483021	2/6/07	1A; LIVE	Will transfer from GWT to CFF post-closing.
GWT	ROYAL POULTRY	77089152	3433942	1/23/07	1A; LIVE	
GWT to CCMC	CULVER CITY MEAT CO.	77089121	3425243	1/23/07	1A; LIVE	Will transfer from GWT to CCMC post-closing.
GWT	GWT GOLDEN WEST TRADING, INC.	77089037	3447511	1/23/07	1A; LIVE	

Licenses

<u>Licensee:</u>	<u>Licensor:</u>	<u>Mark:</u>	<u>Description:</u>	<u>Notes:</u>
CFF	Jack Daniel's Properties, Inc.	Jack Daniel's® and certain related trademarks, service marks, trade names, trade dress, copyrights, designs characters, and logos.	Food products within grocery and club.	
GWT	Knuckle Sandwich LLC	"Guy Fieri" trademark and the images, pictures, likenesses, signatures, initials, designs, symbols, logos, and photographic and other visual materials related to "Guy Fieri".	Food products within grocery and club.	
CFF	Reckitt Benckiser Inc.	Frank's®, RedHot®, Frank's® RedHot®, Frank's® RedHot® Wings, ® RedHot® Buffalo Ranch Dipping Sauce, I Put that * On Everything™, www.franksredhot.com	Food products within grocery and club.	
GWFG	Certified Angus Beef LLC	Certified Angus Beef	Food products within grocery and club.	Will transfer from GWFG to GWT post-closing.

Patents

None

Copyrights

None