

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
Quantum Foods, LLC		03/31/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as successor by merger to Wells Fargo Foothill, LLC, as Agent
Street Address:	1100 Abernethy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3889905	
Registration Number:	3989183	BUTCHER'S PREFERRED
Serial Number:	85422830	CHOOSE GREATNESS
Registration Number:	3889904	COMMITTED TO QUALITY
Registration Number:	3889903	COMMITTED TO QUALITY
Registration Number:	3873146	CUSTOM SOLUTIONS. CUSTOMER FOCUSED.
Registration Number:	3194923	GREAT STEAKS
Registration Number:	2831572	GREAT STEAKS!
Serial Number:	85422841	GS GREAT STEAKS AND MORE
Registration Number:	3889908	PROVIDING PROTEIN AND MENU SOLUTIONS
Serial Number:	85375027	QUANTUM GLOBAL
Serial Number:	85168088	QUANTUMHOMEDELIVERY
Serial Number:	85167217	QUICKEST WAY TO GOURMET

OP \$665.00 3889905

Registration Number:	3889906	
Registration Number:	4086026	ALL NATURAL BEEF, COMMITTED TO QUALITY, GENUINE GOLD LABEL, MIDWESTERN BRAND
Registration Number:	4075927	COMMITTED TO QUALITY, GENUINE GOLD LABEL, MIDWESTERN BRAND
Registration Number:	4095222	BUTCHER'S PREMIUM PORK GENUINE GOLD LABEL COMMITTED TO QUALITY MIDWESTERN BRAND
Registration Number:	4082024	BUTCHER'S FINEST PORK, COMMITTED TO QUALITY, GENUINE GOLD LABEL, MIDWESTERN BRAND
Registration Number:	4069357	BEEF, BEEF, MIDWESTERN BRAND BEEF, COMMITTED TO QUALITY, PACKED IN ILLINOIS
Registration Number:	4069358	NEW! FULLY COOKED ENTRÉES COMMITTED TO QUALITY GENUINE GOLD LABEL MIDWESTERN BRAND
Registration Number:	4113675	COMMITTED TO QUALITY GENUINE GOLD LABEL MIDWESTERN BRAND
Registration Number:	4097753	PREMIUM POULTRY GENUINE GOLD LABEL COMMITTED TO QUALITY MIDWESTERN BRAND
Registration Number:	4082023	COMMITTED TO QUALITY GENUINE GOLD LABEL MIDWESTERN BRAND
Registration Number:	4065457	PREMIUM STEAKHOUSE MEATS GENUINE GOLD LABEL COMMITTED TO QUALITY MIDWESTERN BRAND
Registration Number:	4086025	COMMITTED TO QUALITY, GENUINE GOLD LABEL, MIDWESTERN BRAND
Serial Number:	85422833	YOU DESERVE A GREAT STEAK

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd, 55 E. Monroee St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.279
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	07/31/2012

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Quantum Foods, LLC, as parent ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, 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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens of the type described in clause (b) of the definition thereof) 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 its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured 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 Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Agent'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.

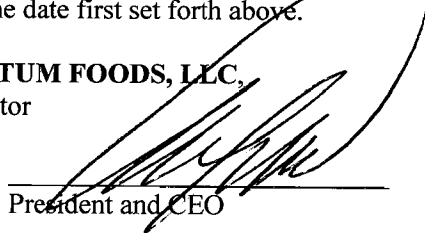
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except 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 or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document 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 or in any other Loan Document 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 Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any

Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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.

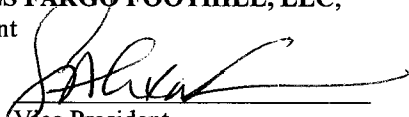
QUANTUM FOODS, LLC,
as Grantor

By: 
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
as Agent

By:

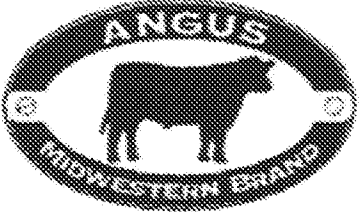



Title:  Vice President

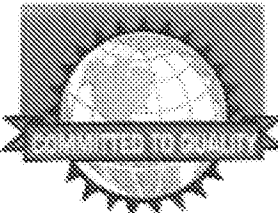
[Signature Page to the Trademark Security Agreement]





SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT



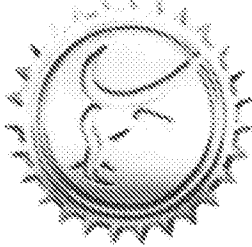
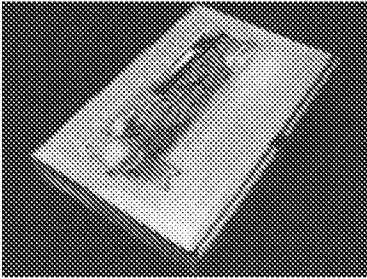
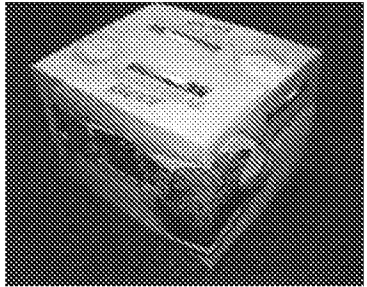
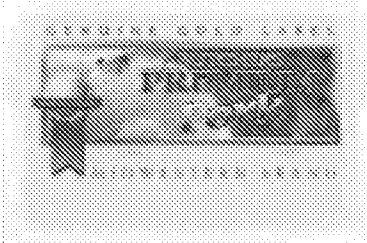
Trademark Registrations/Applications

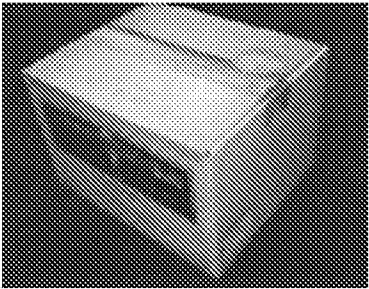
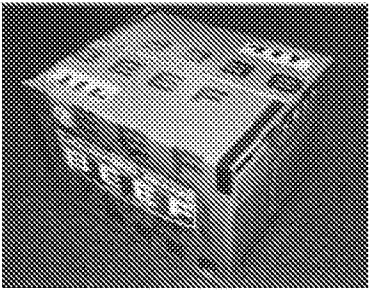
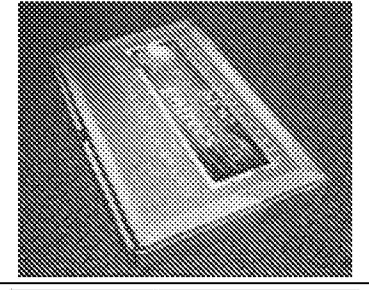


QUANTUM FOODS (31166) MARKS


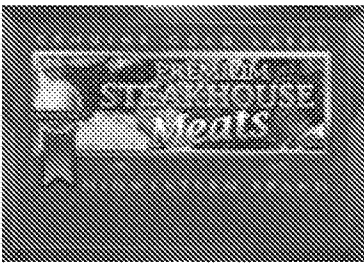
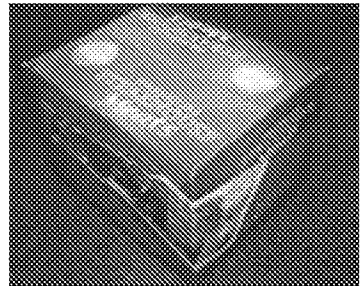
<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
ANGUS MIDWESTERN BRAND		Registered	78/392,707 3/29/2004	3,245,334 5/22/2007
BARN FIELD SUN		Registered	85/023,254 4/26/2010	3,889,905 12/14/2010
BULL PROFILE DESIGN		Registered	75/488,631 5/20/1998	2,246,190 5/18/1999
BUTCHER'S FINEST	BUTCHER'S FINEST	Registered	77/322,620 11/6/2007	3,785,235 5/4/2010
BUTCHER'S PREFERRED	BUTCHER'S PREFERRED	Registered	85/167,089 11/2/2010	3,989,183 7/5/2011
C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y		Registered	76/215,269 2/23/2001	2,780,071 11/4/2003
CHOOSE GREATNESS	CHOOSE GREATNESS	Pending	85/422,830 9/14/2011	

<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
COMMITTED TO QUALITY- (Gold globe and blue ribbon)		Registered	85/023,239 4/26/2010	3,889,904 12/14/2010
COMMITTED TO QUALITY - (White, gray and black globe and red and white banner)		Registered	85/023,232 4/26/2010	3,889,903 12/14/2010
CUSTOM SOLUTIONS. CUSTOMER FOCUSED.	CUSTOM SOLUTIONS. CUSTOMER FOCUSED.	Registered	85/000,746 3/29/2010	3,873,146 11/9/2010
GET QUANTUMIZED	GET QUANTUMIZED	Registered	77/431,833 3/26/2008	3,807,588 6/22/2010
GREAT STEAKS		Registered	78/429,931 6/4/2004	3,194,923 1/2/2007
GREAT STEAKS!	GREAT STEAKS!	Registered	76/497,527 3/17/2003	2,831,572 4/13/2004
GS GREAT STEAKS AND MORE	GS GREAT STEAKS AND MORE	Pending	85/422,841 9/14/2011	
MIDWESTERN BRAND	MIDWESTERN BRAND	Registered	78/394,033 3/31/2004	3,013,149 11/8/2005
PROVIDING PROTEIN AND MENU SOLUTIONS	PROVIDING PROTEIN AND MENU SOLUTIONS	Registered	85/023,272 4/26/2010	3,889,908 12/14/2010
QUANTUM	QUANTUM	Registered	77/194,667 5/31/2007	3,377,860 2/5/2008
QUANTUM CLASSICS	QUANTUM CLASSICS	Registered	78/945,562 8/4/2006	3,324,577 10/30/2007

<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
QUANTUM CLASSICS w/steer head logo		Registered	77/234,935 7/20/2007	3,378,425 2/5/2008
QUANTUM FOODS	QUANTUM FOODS	Registered	77/194,576 5/31/2007	3,474,794 7/29/2008
QUANTUM FOODS		Registered	77/194,690 5/31/2007	3,456,747 7/1/2008
QUANTUM FOODS w/steer head logo		Registered	77/234,965 7/20/2007	3,378,427 2/5/2008
QUANTUM GLOBAL	QUANTUM GLOBAL	Pending	85/375,027 7/19/2011	
QUANTUM STEAKHOUSE	QUANTUM STEAKHOUSE	Registered	75/679,705 4/9/1999	2,547,835 3/12/2002
QUANTUM STEAKHOUSE THE NEW TASTE OF TENDER		Registered	77/194,638 5/31/2007	3,460,634 7/8/2008
quantumhomedelivery	quantumhomedelivery	Pending	85/168,088 11/3/2010	
QUANTUMIZED	QUANTUMIZED	Registered	77/431,824 3/26/2008	3,807,587 6/22/2010
QUICKEST WAY TO GOURMET	QUICKEST WAY TO GOURMET	Pending	85/167,217 11/2/2010	
RICH. FRESH. SATISFYING.	RICH. FRESH. SATISFYING.	Registered	78/951,802 8/14/2006	3,281,170 8/14/2007

<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
SIMPLY GOURMET		Registered	77/289,178 9/26/2007	3,435,531 5/27/2008
SIMPLY GOURMET ORIENTAL CLASSICS		Registered	78/330,282 11/19/2003	3,395,695 3/11/2008
STEER HEAD MEDALLION		Registered	85/023,263 4/26/2010	3,889,906 12/14/2010
THE NEW TASTE OF TENDER	THE NEW TASTE OF TENDER	Registered	78/912,027 6/20/2006	3,420,602 4/29/2008
Trade Dress for ALL NATURAL BEEF (inside 6-pack box)		Registered	85/023,160 4/26/2010	4,086,026 1/17/2012
Trade Dress for ALL NATURAL BEEF (outside 6-pack box)		Registered	85/023,087 4/26/2010	4,075,927 12/27/2011
Trade Dress for BUTCHER'S PREMIUM PORK (inside 6-pack box)		Registered	85/023,202 4/26/2010	4,095,222 2/7/2012

<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
Trade Dress for BUTCHER'S FINEST PORK (outside 6-pack box)		Registered	85/023,067 4/26/2010	4,082,024 1/10/2012
Trade Dress for MIDWESTERN BRAND BEEF (outside 6-pack box)		Registered	85/023,128 4/26/2010	4,069,357 12/13/2011
Trade Dress for NEW! FULLY COOKED ENTREES (inside 6-pack box)		Registered	85/023,190 4/26/2010	4,069,358 12/13/2011
Trade Dress for NEW! FULLY COOKED ENTREES (outside 6-pack box)		Registered	85/023,108 4/26/2010	4,113,675 3/20/2012
Trade Dress for PREMIUM POULTRY (inside 6-pack box)		Registered	85/023,213 4/26/2010	4,097,753 2/14/2012

<u>Mark</u>	<u>Depiction of Mark</u>	<u>Status</u>	<u>App. No.</u> <u>App. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>
Trade Dress for PREMIUM POULTRY (outside 6-pack box)		Registered	85/023,056 4/26/2010	4,082,023 1/10/2012
Trade Dress for PREMIUM STEAKHOUSE MEATS (inside 6-pack box)		Registered	85/023,223 4/26/2010	4,065,457 12/6/2011
Trade Dress for PREMIUM STEAKHOUSE MEATS (outside 6-pack box)		Registered	85/023,045 4/26/2010	4,086,025 1/17/2012
YOU DESERVE A GREAT STEAK	YOU DESERVE A GREAT STEAK	Pending	85/422,833 9/14/2011	

Trade Names

Chicago Great Steak Company

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.