

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
Zateca Foods, Inc.		12/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PCM III Agent, LLC, as Collateral Agent		
Street Address:	1270 Avenue of the Americas, Ste. 2200		
Internal Address:	c/o Palladium Equity Partners III, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2345055	ELKHORN	
Registration Number:	2155193	ZATECA	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-813-8800		
Email:	jnici@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128492218577		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

OP \$65.00 2345055

Date:

12/05/2012

Total Attachments: 5

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This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended and as it may from time to time be supplemented, modified, amended, restated, extended or supplanted, the “**Subordination Agreement**”) dated as of September 7, 2011 among PCM III Agent, LLC as agent for the Subordinated Creditors (as defined in the Subordination Agreement), Teasdale Quality Foods, Inc. (the “**Note Issuer**”), Quality Foods Holdings, Inc. (the “**Parent**”) and OneWest Bank, FSB as agent for the Senior Lenders (as defined in the Subordination Agreement) (in such capacity, the “**Senior Agent**”; the Senior Lenders and Senior Agent, collectively, the “**Senior Creditors**”), to the indebtedness (including interest) owed by the Note Issuer and Parent to the Senior Creditors, and the security interests and liens securing such indebtedness, and to indebtedness refinancing such indebtedness as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by ZATECA FOODS, INC., a Delaware corporation (“**Grantor**”), in favor of PCM III AGENT, LLC, as the collateral agent (in such capacity, the “**Collateral Agent**”) for the purchasers party to the Second Amended and Restated Subordinated Secured Note Purchase Agreement dated as of the date hereof among the Note Issuer (as defined therein), Quality Foods Holdings, Inc., a Delaware corporation (the “**Parent**”), the purchasers from time to time party thereto (the “**Purchasers**”, and collectively with the Collateral Agent, the “**Creditor Parties**”), and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”).

BACKGROUND

The Note Issuer is issuing to the Purchasers and the Purchasers, severally and not jointly, are purchasing from the Note Issuer subordinated secured notes (the “**Notes**”) as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent for the benefit of the Creditor Parties this 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, Grantor hereby agrees as follows:

I. Defined Terms.

A. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, dated as of September 7, 2011, between the Note Issuer and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

B. When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“**Trademark License**” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

II. Grant Of Security Interest In Trademark Collateral. To secure the complete and timely payment of all of the Note Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Creditor Parties a continuing second priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired, including, without limitation, the following (collectively, the “**Collateral**”):

- A. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- B. all reissues, extensions and renewals of the foregoing;
- C. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- D. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the Collateral shall not include any intent-to-use application during the period prior to the filing of a statement of use with respect to such application.

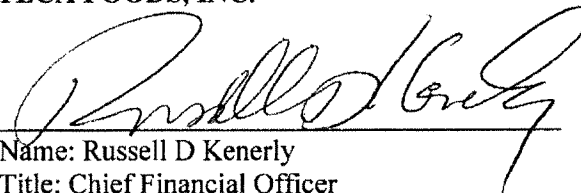
III. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Creditor Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the security interest in the 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.

IV. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

V. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, 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.

ZATECA FOODS, INC.

By: 
Name: Russell D Kenerly
Title: Chief Financial Officer

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
[ZATECA FOODS, INC.]

TRADEMARK
REEL: 004913 FRAME: 0748

ACCEPTED and ACKNOWLEDGED by:

PCM III AGENT, LLC,
as Collateral Agent

By: Palladium Capital Management III, L.L.C.,
its Sole Member

By: 

Name: Luis Zaldivar
Title: Managing Director

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
[ZATECA FOODS, INC.]

TRADEMARK
REEL: 004913 FRAME: 0749

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

LIVE MARKS:

<u>TRADEMARK</u>	<u>OWNER</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
ELKHORN	Zateca Foods, Inc.	USA	2345055	April 25, 2000
ZATECA	Zateca Foods, Inc.	USA	2155193	May 5, 1998

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

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