

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Pheasant Foods, LLC		12/20/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	California United Bank		
Street Address:	15821 Ventura Blvd. Suite 100		
City:	Encino		
State/Country:	CALIFORNIA		
Postal Code:	91436		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3452218	HOUSE OF BEE	
Registration Number:	3452221	HOUSE OF BEE	
Registration Number:	2508086	FOOOKIES	
Registration Number:	2603439	HOUSE OF BEE	
CORRESPONDENCE DATA			
Fax Number:	9497200182		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9492246291		
Email:	Trademark@Buchalter.com		
Correspondent Name:	Farah P. Bhatti		
Address Line 1:	18400 Von Karman Ave, Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	C1671-0019		

CH \$115.00 3452218

NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	12/21/2012
Total Attachments: 6 source=Golden Pheasant Trademark Security Agreement - EXECUTED#page1.tif source=Golden Pheasant Trademark Security Agreement - EXECUTED#page2.tif source=Golden Pheasant Trademark Security Agreement - EXECUTED#page3.tif source=Golden Pheasant Trademark Security Agreement - EXECUTED#page4.tif source=Golden Pheasant Trademark Security Agreement - EXECUTED#page5.tif source=Golden Pheasant Trademark Security Agreement - EXECUTED#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 20th day of December, 2012, between GOLDEN PHEASANT FOODS, LLC ("Grantor"), and CALIFORNIA UNITED BANK ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Passport Food Group, LLC, a California limited liability company ("PFG"), Wing Hing Foods, LLC, a California limited liability company ("WHF"), Royal Angelus Macaroni Company, LLC, a California limited liability company ("RAM") and Grantor (Grantor, PFG, WHF and RAM are collectively referred to herein as "Borrowers"), the Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, 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, 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, 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 Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, but not limited to those Trademarks and Licenses 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 Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

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 Grantor, or any of the other Borrowers, to the Lender or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor or any of the other Borrowers.

4. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks (other than common law marks which are not material to Grantor's business(es)). Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for 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 Lender'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 Trademark Security 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 Loan 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, 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 PHEASANT FOODS, LLC,
a Washington limited liability company

By: 

Name: David B. Abrams


Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004929 FRAME: 0043

ACCEPTED AND ACKNOWLEDGED BY:

CALIFORNIA UNITED BANK,
as Lender

By: 
Name: David Wisen
Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004929 FRAME: 0044

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Federally Registered Trademarks

Description of Trademark	Application/Registration Number	Application/Registration Date
HOUSE OF BEE	3452218	June 24, 2008
HOUSE OF BEE	3452221	June 24, 2008
FOOKIES	2508086	November 13, 2001
HOUSE OF BEE	2603439	August 6, 2002

State Registered Trademarks

Description of Trademark	Application/Registration Number	Application/Registration Date
HOUSE OF BEE	51725	April 24, 2007
GONOODLE	29377	December 7, 2000
HOUSE OF BEE	29141	October 4, 2000
FOOKIES	29142	October 4, 2000
GOLDEN PHEASANT		May 21, 1975

Licenses