

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Brands of America, Inc.		04/16/2013	CORPORATION: MASSACHUSETTS
Bear Creek Country Kitchens, LLC		04/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC, as Agent
Street Address:	1185 Avenue of the Americas, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3984507	

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-280-3566
 Email: david.adams@thomsonreuters.com
 Correspondent Name: James Murray
 Address Line 1: 4400 Easton Commons Way, Suite 125
 Address Line 2: CT Lien Solutions
 Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	James Murray
Signature:	/david adams TR/

Date:

06/12/2013

Total Attachments: 7

source=Specialty Brands TM 06-12#page1.tif

source=Specialty Brands TM 06-12#page2.tif

source=Specialty Brands TM 06-12#page3.tif

source=Specialty Brands TM 06-12#page4.tif

source=Specialty Brands TM 06-12#page5.tif

source=Specialty Brands TM 06-12#page6.tif

source=Specialty Brands TM 06-12#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2013, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of ALLY COMMERCIAL FINANCE LLC ("Ally CF"), as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

Pursuant to the Amended and Restated Credit Agreement dated as of April 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BCKK Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA") and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCKK" and together with SBA, the "Borrowers"), the Lenders at any time party thereto and Ally CF, as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

All the Grantors are party to that certain Pledge and Security Agreement dated as of April 16, 2013 (the "Pledge and Security Agreement") in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to, and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

A. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

B. all reissues, continuations or extensions 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 Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

GOVERNING LAW

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

[Signatures pages follow]

ACCEPTED AND AGREED
as of the date first above written:

ALLY COMMERCIAL FINANCE LLC,
as Agent

By: 
Name: MICHAEL MANCANI
Title: DIRECTOR

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
INTELLECTUAL PROPERTY

[See Attached]

Trademark Registration # 3984507