

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
Overhill Farms, Inc.		08/09/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3428841	OFI ASIAN GOURMET
Registration Number:	3049666	CHICAGO BROTHERS
Registration Number:	3049656	CHICAGO BROTHERS
Registration Number:	2978759	CHICAGO BROTHERS CHEFMASTER
Registration Number:	2850816	OVERHILL FARMS
Registration Number:	2710390	OVERHILL FARMS
Registration Number:	1228615	OVERHILL FARMS

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

CH \$190.00 3428841

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0696

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 08/09/2013

Total Attachments: 5

source=Overhill Trademark Security Agreement#page1.tif

source=Overhill Trademark Security Agreement#page2.tif

source=Overhill Trademark Security Agreement#page3.tif

source=Overhill Trademark Security Agreement#page4.tif

source=Overhill Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2013, is made by Overhill Farms, Inc. (the "Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Amended and Restated Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Bellisio Foods, Inc., a Minnesota corporation (the "U.S. Borrower"), Bellisio Foods Canada Corp., a Nova Scotia unlimited company (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers"), the other Credit Parties party thereto, the lenders party thereto from time to time (the "Lenders") and the Agent;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as December 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") and a Master Reaffirmation Agreement dated August 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Reaffirmation Agreement"), in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement and the Master Reaffirmation Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the 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 of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement has been filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement and Master Reaffirmation 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 Guaranty and Security Agreement and Master Reaffirmation Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement and Master Reaffirmation Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

OVERHILL FARMS, INC., as Grantor

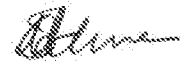
By: 
Name: Danette Buesko
Title: Chief Financial Officer

{Signature page to Trademark Security Agreement}

TRADEMARK
REEL: 005088 FRAME: 0267

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: SALMAN MUKHTAR
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Trademark	Registration Number / Registration Date	Serial Number / Filing Date	Jurisdiction
Overhill Farms, Inc.	OFI Asian Gourmet	3,428,841 May 13, 2008	78-980035 / March 20, 2006	United States
Overhill Farms, Inc.	Chicago Brothers	3,049,666 January 24, 2006	78-244113 / April 30, 2003	United States
Overhill Farms, Inc.	Chicago Brothers	3,049,656 January 24, 2006	78-494139 / October 4, 2004	United States
Overhill Farms, Inc.	Chicago Brothers Chefmaster	2,978,759 July 26, 2005	78-244113 / April 30, 2003	United States
Overhill Farms, Inc.	Overhill Farms	2,850,816 June 8, 2004	78-207445 / January 27, 2003	United States
Overhill Farms, Inc.	Overhill Farms	2,710,390 April 29, 2003	78-025175 / April 14, 2000	United States
Overhill Farms, Inc.	Overhill Farms	1,228,615 February 22, 1983	73-280845 / October 7, 1980	United States