

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
Windsor Quality Food Company Ltd.		12/26/2013	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	111 W. Monroe, 20E		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	1703526		
Registration Number:	1261065		
Registration Number:	1125687	BAR-B-Q-SNAK	
Registration Number:	2110455	BERNARDI	
Registration Number:	2111859	BERNARDI FROZEN ITALIAN SPECIALTIES	
Registration Number:	2226325	BUTCHER BOY	
Registration Number:	0927829	CISCO'S	
Registration Number:	3402288	COOLEST MOM ON THE BLOCK	
Registration Number:	3627384	CRAVEABLE MICROWAVEABLE SNACKS	
Registration Number:	2045672	CRIPPLE CREEK	
Registration Number:	2068831	CRIPPLE CREEK BAR-B-QUE BRAND	
Registration Number:	3527925	DINO PASTA	
Registration Number:	3018476	EMERALD GARDEN	
Registration Number:	2952009	FIESTA-MINIS	

TRADEMARK

Registration Number:	3006920	FIRECRACKERS
Registration Number:	3614601	FRED S FOR STARTERS
Registration Number:	3705662	FRED'S
Registration Number:	2540959	FRED'S FOR STARTERS
Registration Number:	2955545	GARDEN TRIO TORTELLINI
Registration Number:	3221403	GOLDEN TIGER
Registration Number:	1820326	GOLDEN TIGER
Registration Number:	2901450	GOLDEN VALUE
Registration Number:	4049438	GRÁND-É-OLI'S
Registration Number:	2895004	GRILLQUITO
Registration Number:	1326248	IMPERIAL KITCHENS
Registration Number:	2510986	JOSE OLE
Registration Number:	2628945	JOSE OLE
Registration Number:	1593266	LITTLE JUAN
Registration Number:	2334467	LITTLE JUAN
Registration Number:	0897472	M
Registration Number:	2916773	MAC & CHEESE BITES
Registration Number:	2228882	MARQUEZ
Registration Number:	1799560	M-A-R-Q-U-E-Z
Serial Number:	86147573	MEXTREMES
Registration Number:	1091510	MONA'S
Registration Number:	2026741	MONA'S
Registration Number:	2234418	MONA'S PASTA CAFE
Registration Number:	3502134	PETITE CUISINE
Registration Number:	1133424	PIZZA-SNAK
Registration Number:	1293083	POSADA
Registration Number:	1656388	POSADA
Registration Number:	2230826	POSADA
Registration Number:	1374956	POSADA
Registration Number:	1776006	POSADA DELI-FEST
Registration Number:	2142920	ROTANELLI'S
Registration Number:	1662620	ROTANELLI'S VALORE
Registration Number:	4084516	SUSHI BAR BY GOLDEN TIGER
Registration Number:	3104394	TASTE THE FIESTA
Registration Number:	3110852	TASTE THE FIESTA! JOSÉ OLÉ

TRADEMARK

REEL: 005182 FRAME: 0439

	4085308	THE ORIGINAL APPETIZER COMPANY
Registration Number:	1493335	THE ORIGINAL CHILI BOWL
Registration Number:	1775996	TRADITIONAL AMERICAN
Serial Number:	85667133	POSADA ANTOJITOS
Serial Number:	85584661	GLOBAL CHEF
Registration Number:	4412990	HOTZZARELLA
Registration Number:	4256399	BLAZIN' FIRE RINGS
Registration Number:	1090116	TACO-SNAK

CORRESPONDENCE DATA

Fax Number: 2156562498

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

Phone: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	BMO-1-B\375068-007
NAME OF SUBMITTER:	William L. Bartow
Signature:	/WLB/
Date:	12/26/2013

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

December 26, 2013

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("**Agreement**"), dated as of the date first written above, is made by Windsor Quality Food Company Ltd., a Texas limited partnership, located at 3355 W. Alabama Street, Suite 730, Houston, TX 77098-1866 (the "**Grantor**"), in favor of Bank of Montreal, as administrative agent (the "**Agent**") for the several banks and other financial institutions (the "**Lenders**") from time to time parties to that certain Asset-Based Revolving Credit Agreement, dated as of the date first written above (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Windsor Quality Food Company Ltd., Windsor Foods, L.P., Discovery Foods, Inc., Discovery Foods, LLC, Lampasas Mexican Foods, L.P. and Chili Bowl LLC (together and individually, the "**Borrower**"), Windsor Quality Holdings LP ("**Holdings**"), the Lenders party thereto, the Agent, and the other agents named therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "**Guarantee and Collateral Agreement**");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "**Collateral**"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

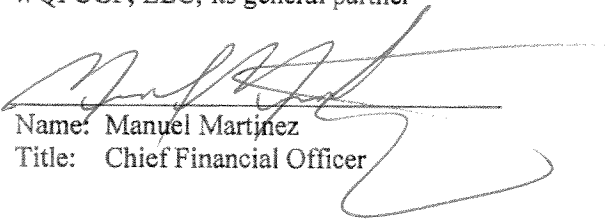
SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

WINDSOR QUALITY FOOD COMPANY
LTD.,
as Grantor

By: WQFCGP, LLC, its general partner

By:


Name: Manuel Martinez
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement (Windsor Quality Food Company Ltd.)]

BANK OF MONTREAL,
as Administrative Agent

By: 

Name:

Michael W. Scolaro

Title:

M.D.

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>APPLICATION NUMBER</u>	<u>OWNER</u>
Illustration of man wearing sombrero	1,703,526	74153463	Windsor Quality Food Company Ltd.
design of boy with sombrero	1,261,065	73277396	Windsor Quality Food Company, Ltd.
BAR-B-Q-SNAK	1,125,687	73126288	Windsor Quality Food Company, Ltd
BERNARDI	2,110,455	75104401	Windsor Quality Food Company, Ltd.
BERNARDI FROZEN ITALIAN SPECIALTIES (and design)	2,111,859	75123925	Windsor Quality Food Company, Ltd.
BUTCHER BOY	2,226,325	75477696	Windsor Quality Food Company, Ltd.
CISCO'S	927,829	72363740	Windsor Quality Food Company, Ltd.
COOLEST MOM ON THE BLOCK	3,402,288	76656615	Windsor Quality Food Company, Ltd.
CRAVEABLE MICROWAVEABLE SNACKS	3,627,384	76668703	Windsor Quality Food Company, Ltd.
CRIPPLE CREEK	2,045,672	75036897	Windsor Quality Food Company, Ltd.
CRIPPLE CREEK BAR-B- QUE BRAND (and design)	2,068,831	75036896	Windsor Quality Food Company, Ltd.
DINO PASTA	3,527,925	76668702	Windsor Quality Food Company, Ltd.
EMERALD GARDEN	3,018,476	78264496	Windsor Quality Food

			Company, Ltd.
FIESTA-MINIS	2,952,009	76087547	Windsor Quality Food Company, Ltd.
FIRECRACKERS	3,006,920	76532318	Windsor Quality Food Company, Ltd.
FRED S FOR STARTERS	3,614,601	77385924	Windsor Quality Food Company, Ltd.
FRED'S	3,705,662	76656233	Windsor Quality Food Company, Ltd.
FRED'S FOR STARTERS	2,540,959	75641636	Windsor Quality Food Company, Ltd.
GARDEN TRIO TORTELLINI	2,955,545	78177373	Windsor Quality Food Company, Ltd.
GOLDEN TIGER	3,221,403	78591317	Windsor Quality Food Company, Ltd.
GOLDEN TIGER (and design)	1,820,326	74248796	Windsor Quality Food Company, Ltd.
GOLDEN VALUE	2,901,450	76562936	Windsor Quality Food Company, Ltd.
GRAND-E-OLI'S	4,049,438	76668710	Windsor Quality Food Company, Ltd.
GRILLQUITO	2,895,004	76558150	Windsor Quality Food Company, Ltd.
IMPERIAL KITCHENS	1,326,248	73481816	Windsor Quality Food Company, Ltd.
JOSE OLE	2,510,986	75736479	Windsor Quality Food Company, Ltd.
JOSE OLE (and design)	2,628,945	76046718	Windsor Quality Food Company, Ltd.
LITTLE JUAN (and design)	1,593,266	73819868	Windsor Quality Food Company, Ltd.

LITTLE JUAN	2,334,467	75487346	Windsor Quality Food Company, Ltd.
M	897,472	72353373	Windsor Quality Food Company Ltd.
MAC & CHEESE BITES	2,916,773	76439158	Windsor Quality Food Company Ltd.
MARQUEZ	2,228,882	75473111	Windsor Quality Food Company Ltd.
M-A-R-Q-U-E-Z	1,799,560	74362236	Windsor Quality Food Company Ltd.
MEXTREMES	N/A	86147573	Windsor Quality Food Company Ltd.
MONA'S	1,091,510	73121322	Windsor Quality Food Company Ltd.
MONA'S (and design)	2,026,741	75010733	Windsor Quality Food Company Ltd.
MONA'S PASTA CAFE	2,234,418	75518374	Windsor Quality Food Company Ltd.
PETITE CUISINE	3,502,134	76668712	Windsor Quality Food Company Ltd.
PIZZA-SNAK	1,133,424	73126428	Windsor Quality Food Company Ltd.
POSADA (and design)	1,293,083	73204098	Windsor Quality Food Company Ltd.
POSADA (and design)	1,656,388	74069598	Windsor Quality Food Company, Ltd.
POSADA	2,230,826	75477697	Windsor Quality Food Company, Ltd.
POSADA (and design)	1,374,956	73515851	Windsor Quality Food Company, Ltd.
POSADA DELI-FEST	1,776,006	74246061	Windsor Quality Food Company, Ltd.

ROTANELLI'S	2,142,920	75344174	Windsor Quality Food Company, Ltd.
ROTANELLI'S VALORE	1,662,620	74113600	Windsor Quality Food Company, Ltd.
SUSHI BAR BY GOLDEN TIGER	4,084,516	85003692	Windsor Quality Food Company, Ltd.
TASTE THE FIESTA	3,104,394	76570883	Windsor Quality Food Company, Ltd.
TASTE THE FIESTA! JOSÉ OLÉ (and design)	3,110,852	76585238	Windsor Quality Food Company, Ltd.
THE ORIGINAL APPETIZER COMPANY	4,085,308	85047557	Windsor Quality Food Company, Ltd.
THE ORIGINAL CHILI BOWL	1,493,335	73625919	Windsor Quality Food Company Ltd.
TRADITIONAL AMERICAN	1,775,996	74251942	Windsor Quality Food Company Ltd.
POSADA ANTOJITOS	N/A	85667133	Windsor Quality Food Company Ltd.
GLOBAL CHEF	N/A	85584661	Windsor Quality Food Company Ltd.
HOTTZARELLA	4,412,990	85525299	Windsor Quality Food Company Ltd.
BLAZIN' FIRE RINGS	4,256,399	85486402	Windsor Quality Food Company Ltd.
TACO-SNAK	1,090,116	73126287	Windsor Quality Food Company Ltd.

Exclusive Licenses in U.S. Trademarks and Trademark Applications

<u>OWNER/LICENSOR</u>	<u>GRANTOR/LICENSEE</u>	<u>REGISTRATION NO/APPLICATION NO.</u>	<u>TITLE</u>
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NONE