

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
Discovery Foods, Inc.		12/26/2013	CORPORATION: OKLAHOMA

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: 26

Property Type	Number	Word Mark
Registration Number:	1987014	BASIC VALUE
Registration Number:	1962750	BEIJING
Registration Number:	1198115	FOOD TREND
Registration Number:	1952946	FRESHER THAN FRESH
Registration Number:	2000563	MANDARIN
Registration Number:	1807748	QUICK OVEN CRISPY
Registration Number:	3118201	STEAMWORKS
Registration Number:	3906499	STIR FRY CREATIONS
Registration Number:	3906500	STIR FRY CREATIONS FOR TWO
Registration Number:	2507358	TAI PEI
Registration Number:	2610017	TAI PEI
Serial Number:	85718830	TAI PEI ASIAN GARDEN
Registration Number:	0899312	V. I. P.
Registration Number:	1499788	VIP

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Registration Number:	0899311	VIP
Registration Number:	3965786	VIP
Registration Number:	1793769	VIP FRANCISCAN
Registration Number:	1443442	VIP FRESHER THAN FRESH
Registration Number:	1825900	VIP HOME FIXIN'S
Registration Number:	1679556	VIP MANDARIN
Registration Number:	2079527	VIP QUALITY PLUS
Registration Number:	1694652	VIP QUICKFIX FROZEN FRESH GRADE A FANCY
Registration Number:	2066150	VIP STIR-FRY HUNAN
Registration Number:	1982085	VIP STIRFRY LO MEIN
Registration Number:	1478856	VIP VEGGIE COMBOS
Registration Number:	0899805	WHIP-EE

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: 7
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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 DISCOVERY FOODS, INC, an Oklahoma corporation, 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 or 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.

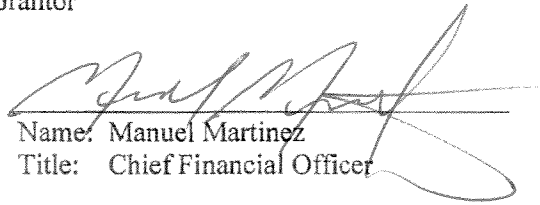
SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee 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.

DISCOVERY FOODS, INC.,
as Grantor

By:

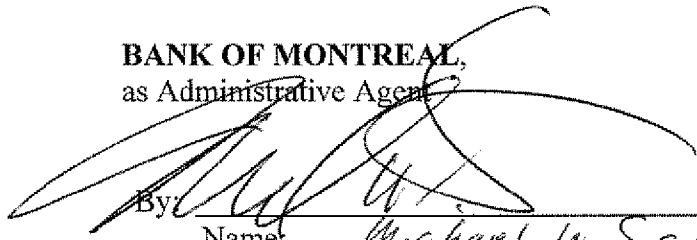


Name: Manuel Martinez
Title: Chief Financial Officer

[Signature Page to ABL Trademark Security Agreement (Discovery Foods, Inc.)]

TRADEMARK
REEL: 005182 FRAME: 0499

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>
BASIC VALUE (and design)	1,987,014	74690036	Discovery Foods, Inc.
BEIJING	1,962,750	74547463	Discovery Foods, Inc.
FOOD TREND (and design)	1,198,115	73249939	Discovery Foods, Inc.
FRESHER THAN FRESH	1,952,946	74622350	Discovery Foods, Inc.
MANDARIN	2,000,563	74515463	Discovery Foods, Inc.
QUICK OVEN CRISPY	1,807,748	74308688	Discovery Foods, Inc.
STEAMWORKS	3,118,201	78483538	Discovery Foods, Inc.
STIR FRY CREATIONS	3,906,499	77889856	Discovery Foods, Inc.
STIR FRY CREATIONS FOR TWO	3,906,500	77889871	Discovery Foods, Inc.
TAI PEI	2,507,358	75424693	Discovery Foods, Inc.
TAI PEI	2,610,017	75424429	Discovery Foods, Inc.
TAI PEI ASIAN GARDEN	N/A	85718830	Discovery Foods, Inc.
V. I. P.	899,312	72250521	Discovery Foods, Inc.
VIP (and design)	1,499,788	73646670	Discovery Foods, Inc.
VIP (and design)	899,311	72248071	Discovery Foods, Inc.
VIP	3,965,786	85135696	Discovery Foods, Inc.

VIP FRANCISCAN (and design)	1,793,769	74279467	Discovery Foods, Inc.
VIP FRESHER THAN FRESH (and design)	1,443,442	73498213	Discovery Foods, Inc.
VIP HOME FIXIN'S (and design)	1,825,900	74302245	Discovery Foods, Inc.
VIP MANDARIN (and design)	1,679,556	74156835	Discovery Foods, Inc.
VIP QUALITY PLUS (and design)	2,079,527	74479691	Discovery Foods, Inc.
VIP QUICKFIX FROZEN FRESH GRADE A FANCY (and design)	1,694,652	74156639	Discovery Foods, Inc.
VIP STIR-FRY HUNAN (and design)	2,066,150	74608066	Discovery Foods, Inc.
VIP STIRFRY LO MEIN (and design)	1,982,085	74611867	Discovery Foods, Inc.
VIP VEGGIE COMBOS	1,478,856	73446163	Discovery Foods, Inc.
WHIP-EE (and design)	899,805	72344753	Discovery Foods, Inc.

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>	<u>NAME OF LICENSE</u>	<u>DATE OF LICENSE</u>
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NONE