

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Carlton Food Products, LP		12/31/2003	Limited liability company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as agent
<b>Street Address:</b>	222 N. LaSalle Street, 17th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2007809	SNACKWURST
Registration Number:	1023856	WURST NEW BRAUNFELS

**CORRESPONDENCE DATA**

Fax Number: (312)863-7442  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-201-3863  
 Email: mary.schmidt@goldbergkohn.com  
 Correspondent Name: Mary A. Schmidt  
 Address Line 1: 55 E. Monroe Street, Suite 3700  
 Address Line 4: Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	5125.017
<b>NAME OF SUBMITTER:</b>	Mary A. Schmidt

Total Attachments: 3  
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**REAFFIRMATION AND AMENDMENT  
(Trademark Security Agreement)**

**Recitals**

A. Carlton Foods Corp. ("Old Carlton") and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as agent ("Agent") are parties to that certain Trademark Security Agreement, dated as of November 20, 2002 (the "Security Agreement").

B. Atlantic Premium Brands, Ltd., Carlton Food Products, LP ("New Carlton"), Blue Ribbon, LP, Richards Cajun Foods Corp., Potter Sausage Co. (collectively, "Borrowers"), Agent, and the lenders party thereto have entered into that certain Amended and Restated Credit Agreement dated as of December 31, 2003 (as the same may be amended, amended and restated or otherwise modified from time to time, and including any and all renewals and extensions thereof, the "Amended and Restated Credit Agreement").

C. Old Carlton and New Carlton are required to execute and deliver this Reaffirmation and Amendment pursuant to the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Reaffirmation and Amendment shall have the meanings ascribed thereto in the Security Agreement.

2. Agreements. The parties hereto agree that the Security Agreement shall be, and hereby is, amended as follows:

(i) The defined term "Credit Agreement" as used in the Security Agreement is hereby amended to mean the Amended and Restated Credit Agreement.

(ii) The defined term "Security Agreement" as used in the Security Agreement is hereby amended to mean the Amended and Restated Security Agreement dated as of December 31, 2003 by Borrowers in favor of Grantee.

(iii) The defined term "Grantor" as used in the Security Agreement is amended to mean New Carlton.

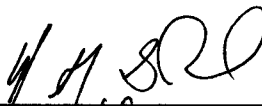
3. Assumption. New Carlton has assumed all of the obligations and liabilities of Old Carlton under the Security Agreement and New Carlton hereby reaffirms the grant of a security interest in the Trademark Collateral to Grantee.

Except as set forth above, the Security Agreement shall remain unmodified and in full force and effect. New Carlton, as Grantor, hereby (i) reaffirms its obligations and liabilities under the Security Agreement, as amended hereby, and (ii) reaffirms Grantor's representations and warranties contained in the Security Agreement with the same effect as if such representations were made on the date hereof.

2003.

This Reaffirmation and Amendment is dated as of the 31st day of December,

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc., as  
Agent


By   
Title VP

**CARLTON FOOD PRODUCTS, LP**

By: **CARLTON FOODS CORP.**,  
its sole general partner

By   
Title CEO

**CARLTON FOODS CORP.**

By   
Title CEO