

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 |
| Preferred Meal Systems, Inc. | | 04/21/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital Corporation, as Agent | | |
| Street Address: | 311 South Wacker Drive | | |
| Internal Address: | Suite 4400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1408018 | PREFERRED MEAL SYSTEMS, INC. | |
| Registration Number: | 2545052 | REFUEL AT SCHOOL | |
| Registration Number: | 1394464 | | |
| Serial Number: | 76458403 | CHEF MUNCHINI'S PISA PIZZA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)577-4752 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | penelope.johnson@kmzr.com | | |
| Correspondent Name: | Penelope S. Johnson | | |
| Address Line 1: | 525 W. Monroe Street | | |
| Address Line 2: | Katten Muchin Zavis Rosenman | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Penelope S. Johnson | | |
| Signature: | /Penelope S. Johnson/ | | |

CH \$115.00 1408018

Date:

04/24/2005

Total Attachments: 5

source=Preferred TM#page1.tif

source=Preferred TM#page2.tif

source=Preferred TM#page3.tif

source=Preferred TM#page4.tif

source=Preferred TM#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 21, 2005, is between Preferred Meal Systems, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a Borrower Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and as administrative agent for the lenders referred to therein ("Lenders"), and the other "Debtors" (in addition to Debtor) parties thereto, pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment of all Liabilities;

WHEREAS, capitalized terms used but not defined herein (and in the preceding recitals and preamble) are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

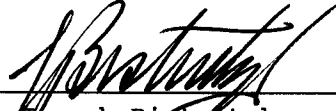
- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Joseph Bistritzky
Title: Chief Executive Officer

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____



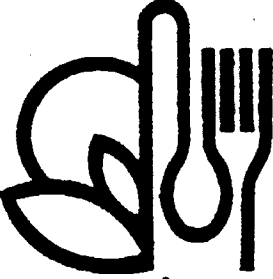
Acknowledged:

ANTARES CAPITAL CORPORATION,
as Agent for itself and the Lenders

By: 
Name: Timothy G. Lyne
Title: Director

SCHEDULE 1

TRADEMARKS

| | | | | | |
|---|--------|----------|---------|---|--|
| <p>PREFERRED MEAL SYSTEMS, INC. and Design</p>  <p>Preferred Meal Systems, Inc.</p> | Reg. | 1408018 | 9/02/86 | Institutional food services, namely, the preparation and delivery of frozen single-service entrees to institutions and the service of meals centered around those entrees in institutions | PREFERRED MEAL SYSTEMS, INC. 1699 East Woodfield Rd. Schaumburg, Ill. |
| REFUEL AT SCHOOL | Reg. | 2545052 | 3/05/02 | Institutional food services, namely, the preparation and delivery of fresh and/or frozen meals to institutions and the service of such meals in institutions | PREFERRED MEAL SYSTEMS, INC. 5240 St. Charles Road Berkeley, Ill. |
| <p>CHEF MUNCHINI'S PISA PIZZA and Design</p>  <p>CHEF MUNCHINI'S PISA PIZZA</p> | Aband. | 76458403 | 7/26/04 | Pizza for institutional use. | PREFERRED MEAL SYSTEMS, INC. 5240 St. Charles Road Berkeley, Ill. |
| <p>DESIGN ONLY</p>  | Reg. | 1394464 | 5/20/86 | Institutional food services, namely, the preparation and delivery of frozen single-service entrees to institutions and the service of meals centered around those entrees in institutions | PREFERRED MEAL SYSTEMS, INC. 1699 East Woodfield Rd. Schaumburg, Ill. |