

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Preferred Meal Systems, Inc.		04/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank Northwest, N.A.		
Street Address:	299 South Main Street		
Internal Address:	12th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1408018	PREFERRED MEAL SYSTEMS, INC.	
Registration Number:	2545052	REFUEL AT SCHOOL	
Serial Number:	76458403	CHEF MUNCHINI'S PISA PIZZA	
Registration Number:	1394464		
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com		
Correspondent Name:	Jennifer M. Mikulina, Esq.		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer M. Mikulina		

CH \$115.00 1408018

Signature:

/JMM/

Date:

04/27/2005

Total Attachments: 5

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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 Wells Fargo Bank Northwest, N.A., a national banking association (the "Secured Party"), as collateral agent for the benefit of the "Noteholders" (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, Debtor has entered into a 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 noteholders referred to therein (the "Noteholders"), 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, for the benefit of the Noteholders, 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:

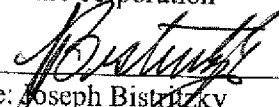
- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, 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 Bistrizky
Title: Chief Executive Officer

Acknowledged:

WELLS FARGO BANK NORTHWEST,
N.A., as Collateral Agent for itself and the
Noteholders

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:

WELLS FARGO BANK NORTHWEST,
N.A., as Collateral Agent for itself and the
Noteholders

By: *Val T. Orton*
Name: Val T. Orton
Title: Vice President

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.