

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nonni's Food Company, Inc.		10/20/2005	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
<b>Street Address:</b>	222 North LaSalle Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2895990	MAMMA SAYS	
<b>Serial Number:</b>	76268246	THE ORIGINAL ITALIAN FORTUNE COOKIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher c/o Goldberg Kohn		
<b>Address Line 1:</b>	55 East Monroe Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	5125.072		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$65.00 2895990

Signature:

/njb/

Date:

11/04/2005

Total Attachments: 5

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**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of the 29th day of March, 2004 made by Nonni's Food Company, Inc., a Florida corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Amended and Restated Credit Agreement (defined below) ("Grantee"), is made as of October 20, 2005:

**W I T N E S S E T H**

WHEREAS, pursuant to a certain Consent and Amendment No. 1 to Amended and Restated Credit Agreement of even date herewith (the "Consent and Amendment No. 1 to Amended and Restated Credit Agreement") by and among Grantor, Old London Foods, Inc., a Delaware corporation (together with Grantor, collectively the "Borrowers"), the Lenders party thereto and Grantee, Grantee and Lenders have agreed, subject to the satisfaction of certain conditions precedent, to advance additional Loans to the Borrowers pursuant to the Amended and Restated Credit Agreement dated as of January 25, 2005 (as amended, modified or supplemented from time to time, the "Amended and Restated Credit Agreement") among Grantee, the Lenders and the Borrowers;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 29, 2004 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and thereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof;

WHEREAS, the Agreement was duly recorded in the United States Patent and Trademark Office on March 31, 2004;

WHEREAS, since the date of Grantor's execution of the Agreement, the Grantor has acquired interests in certain Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 2 of the Agreement, the Grantor has agreed to amend the Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees to amend the Agreement as follows:

1. Schedules. Schedule A as referred to in the Agreement shall be deemed to refer to Schedule A, as amended by Amendment No. 1 to Schedule A which is attached

hereto. To secure the payment and performance of the Obligations (as defined in the Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to (i) each Trademark listed on Schedule A, 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, and (ii) and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Agreement shall remain in full force and effect as executed.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Amendment as of the date first written above.

NONNI'S FOOD COMPANY, INC.

By: WJH  
Name: William J. Kennedy  
Title: CEO

Agreed and Accepted  
As of the Date First Written Above:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Amendment as of the date first written above.

NONN'S FOOD COMPANY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above:

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

By: *Jamara Rubin*  
Name: Jamara Rubin  
Title: Vice President

**AMENDMENT NO. 1 TO SCHEDULE A**

**TRADEMARK REGISTRATIONS**

TRADEMARK DESCRIPTION	U.S. REGISTRATION NO.	DATE REGISTERED
"MAMMA SAYS"	2895990	October 19, 2004

**TRADEMARK APPLICATIONS**

TRADEMARK APPLICATION DESCRIPTION	U.S. APPLICATION NO.
"THE ORIGINAL ITALIAN FORTUNE COOKIE"	76-268246