

**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
Jetro Holdings, Inc.		02/07/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2542834	SIR LAWRENCE
Registration Number:	2620159	BIG C
Registration Number:	2689229	JAMES' FARMS
Registration Number:	2617323	SUPREMO ITALIANO
Registration Number:	2586934	LASTING CUT
Registration Number:	2620886	WHERE RESTAURANTS SHOP
Registration Number:	2774772	KEEP IT KOOL!
Registration Number:	2711139	SKYLINE
Registration Number:	2686442	PASTA ISABELLA
Registration Number:	2854625	DUNPHY & CORK
Registration Number:	2800056	
Registration Number:	2895178	CAPTAIN'S CATCH
Registration Number:	2904434	RESTAURANT DEPOT
Registration Number:	3052840	RESTAURANT KING

OP \$540.00 2542834

Serial Number:	76557422	CHEF'S QUALITY
Serial Number:	76630071	SABOR NUESTRO
Serial Number:	78737626	SUNSET BRANDS
Serial Number:	78910719	SUPERIOR ANGUS BEEF
Serial Number:	77075487	LEN'Z BEST
Serial Number:	77190156	RESTAURANT SAVER
Serial Number:	77190159	MAMA ISABELLA

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1340
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/03/2007

Total Attachments: 7  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 2 2007 is made by JETRO HOLDINGS, INC., a Delaware corporation, located at 15-24 132<sup>nd</sup> Street, College Point, NY 11356 ("Jetro"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 270 Park Avenue, New York, NY 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 2 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among JRD HOLDINGS, INC., a Delaware corporation ("Holdings"), Jetro, the Lenders and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to Holdings and Jetro upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings and certain other subsidiaries of Holdings, including Jetro, have executed and delivered a Guarantee and Collateral Agreement, dated as of July 2 2007, 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, Jetro pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Jetro has duly authorized the execution, delivery and performance of this Agreement;

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 Holdings pursuant to the Credit Agreement, Jetro agrees, for the benefit of the Agent and the Lenders, 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. Jetro hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of Jetro'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 Lenders to secure payment, performance and observance of the Obligations. Notwithstanding any of the other provisions herein, this Agreement shall not constitute a grant of a security interest that would result in the forfeiture of Jetro's rights in any Trademark applications filed with the United States Patent and Trademark Office ("USPTO") on the basis of Jetro's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing with the USPTO would adversely affect the enforceability or validity of such Trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by Jetro 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Jetro does hereby further acknowledge and affirm that the rights and remedies of the Lenders 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.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 2 day of July, 2007.

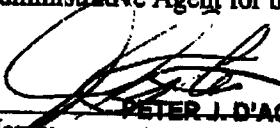
JETRO HOLDINGS, INC.

By:   
Name: Richard G. Kirschner  
Title: Vice President

Signature Page – Grant of Security Interest in Trademark Rights  
Jetro Holdings, Inc.

TRADEMARK  
REEL: 003573 FRAME: 0684

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: PETER J. D'AGOSTINO  
Title: SENIOR VICE PRESIDENT  
J.P. MORGAN CHASE BANK, N.A.  
4 CHASE METROTECH BANK - 22ND FL.  
BROOKLYN, NY 11245

Signature Page - Grant of Security Interest in Trademark Rights  
Jetro Holdings, Inc.

TRADEMARK  
REEL: 003573 FRAME: 0685

ACKNOWLEDGMENT OF OBLIGOR

STATE OF *New York* )  
 ) ss  
COUNTY OF *Queens* )

On the 26<sup>th</sup> day of June, 2007, before me personally came Richard G. Kirschner, who is personally known to me to be the Vice President of JETRO HOLDINGS, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Andrea G. Rosen  
Notary Public, State of New York  
No. 0190007980  
Qualified in Queens County  
Commission Expires August 28, 2010

*Andrea G. Rosen*  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY )  
 )  
COUNTY OF KINGS ) ss  
 )

On the 27 day of JUNE, 2007, before me personally came PETER J D'AGOSTINO, who is personally known to me to be the Sr Vice Pres of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that he is the Sr Vice Pres in such national banking association, the national banking association described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that he acknowledged said instrument to be the free act and deed of said national banking association.

  
Notary Public

**NELSON E. ROBADO**  
Notary Public, State of New York  
No. 31-4882724  
Qualified in Kings County  
Commission Expires July 20, 2009

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
SIR LAWRENCE	Reg. No. 2,542,834
BIG C	Reg. No. 2,620,159
JAMES' FARMS	Reg. No. 2,689,229
SUPREMO ITALIANO	Reg. No. 2,617,323
LASTING CUT	Reg. No. 2,586,934
WHERE RESTAURANTS SHOP	Reg. No. 2,620,886
KEEP IT KOOL!	Reg. No. 2,774,772
SKYLINE	Reg. No. 2,711,139
PASTA ISABELLA	Reg. No. 2,686,442
DUNPHY & CORK	Reg. No. 2,854,625
JETRO HOLDINGS	Reg. No. 2,800,056
CAPTAIN'S CATCH	Reg. No. 2,895,178
RESTAURANT DEPOT	Reg. No. 2,904,434
RESTAURANT KING	Reg. No. 3,052,840
CHEF'S QUALITY	Ser. No. 76/557,422
SABOR NUESTRO	Ser. No. 76/630,071
SUNSET	Ser. No. 78/737,626
SUPERIOR ANGUS BEEF	Ser. No. 78/910,719
LEN'Z BEST	Ser. No. 77/075,487
RESTAURANT SAVER	Ser. No. 77/190,156
MAMA ISABELLA	Ser. No. 77/190,159