

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SMG, Inc.		04/24/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., a National Banking Association
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0712592	SCOTT PETERSEN
Registration Number:	1731389	SCOTT PETERSEN
Registration Number:	1220195	SCOTT PETERSEN
Registration Number:	1729636	SCOTT PETERSEN
Registration Number:	2978627	SFG SPECIALTY FOODS GROUP, INC.
Registration Number:	2976855	SMG, INC. SPECIALTY MEAT GROUP
Registration Number:	2176906	TIME FOR DINNER

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson

CH \$190.00 0712592

900132780

**TRADEMARK
 REEL: 003978 FRAME: 0024**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 974080-010

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 04/28/2009

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of April, 2009, SMG, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 603 Pilot House Drive, 4th Floor, Newport News, Virginia 23606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMG, INC.

By Steven P. Wright
Name Steven P. Wright
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMG, INC.

By

Name _____

Title _____

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By

Name William P. Bell

Title MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 003978 FRAME: 0028

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

Trademark	Registration No. (Application No.)	Country
SCOTT PETERSEN	712,592 (72/089,080)	U.S.
SCOTT PETERSEN	1,731,389 (74/256,577)	U.S.
SCOTT PETERSEN	1,220,195 (73/320,362)	U.S.
SCOTT PETERSEN (& DESIGN)	1,729,636 (74/256,591)	U.S.
SFG SPECIALTY FOODS GROUP, INC. AND DESIGN	2,978,627 (78/229,584)	U.S.
SMG, INC. SPECIALTY MEAT GROUP	2,976,855 (76/369,821)	U.S.
TIME FOR DINNER	2,176,906 (75/333,731)	U.S.
SCOTT PETERSEN (& DESIGN)	263159 (8152/1992)	Korea