

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
CULINAIRE INTERNATIONAL, INC.		03/03/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	1807 Ross Avenue, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3144007	CULINAIRE INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(214)855-7584		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-7500		
Email:	docketing@munsch.com		
Correspondent Name:	Munsch Hardt Kopf & Harr, P.C.		
Address Line 1:	3800 Lincoln Plaza, 500 N. Akard St.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	8956.16		
NAME OF SUBMITTER:	William H. Dietrich		
Signature:	/William H. Dietrich/		
Date:	04/30/2009		

CH \$40.00 3144007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated as of March 3, 2009, by and between **CULINAIRE INTERNATIONAL, INC.**, a Texas corporation, whose address is 2100 Ross Avenue, Suite 3100, Dallas, Texas 75201 ("Debtor"), and **AMEGY BANK NATIONAL ASSOCIATION**, a national banking association, whose address is 1807 Ross Avenue, Suite 400, Dallas, Texas 75201 (the "Secured Party").

RECITALS:

WHEREAS, Debtor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of March 3, 2009 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Debtor, Secured Party and the other parties signatory thereto, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, business marks, brand names, trade names, names, logos and slogans (collectively "Trademarks") and all licenses held by Debtor related to the Trademarks (the "Licenses") together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor 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) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) all Licenses granted in connection with the Trademarks listed on Schedule 1 annexed hereto; 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 or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications listed on Schedule 1 and the Trademarks licensed under Licenses, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any trademark License.

This security interest is granted in conjunction with, but not limited by, the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of March 3, 2009.

DEBTOR:

CULINAIRE INTERNATIONAL, INC., a Texas corporation

By: *Richard N. Gussoni*
Richard N. Gussoni
Chief Executive Officer

By: *Charles F. LaFrano*
Charles F. LaFrano
Chief Financial Officer

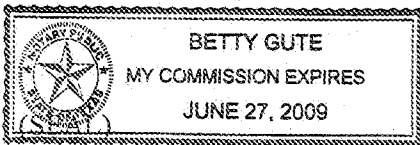
SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION
a national banking association

By: *Karley Hofer*
Karley Hofer
Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 7th day of March, 2009, by MR. GUSSONI, MR. LAFRANO, the CEO, CFO on behalf of Culinaire International, Inc., a Texas corporation.



Betty Gute
Notary Public
BETTY GUTE
Printed Name

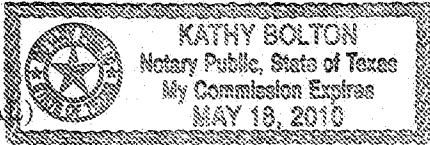
My Commission Expires:
June 27, 2009

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 29th ^{April} day of ~~March~~, 2009, by Karley Hofer, an Officer on behalf of Amegy Bank National Association, a national banking association.



Kathy Bolton
Notary Public

Kathy Bolton
Printed Name

My Commission Expires:

KB 1/18 5-18-2010

SCHEDULE 1

TRADEMARKS

All 20 years except as shown:

TRADEMARK

REGISTRATION NO.

DATED

Culinaire International
Word Mark

3144007

September 19, 2006