

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
OVERHILL FARMS, INC.		09/24/2010	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	333 S. Hope St., 13th Floor
Internal Address:	Agency Management
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3428841	OFI ASIAN GOURMET
Registration Number:	3049666	CHICAGO BROTHERS
Registration Number:	3049656	CHICAGO BROTHERS
Registration Number:	2978759	CHICAGO BROTHERS CHEFMASTER
Registration Number:	2710390	OVERHILL FARMS
Registration Number:	1228615	OVERHILL FARMS
Registration Number:	2850816	OVERHILL FARMS
Serial Number:	78840947	OFI ASIAN GOURMET

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-617-5493
 Email: jcravitz@sheppardmullin.com
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

900172444

**TRADEMARK
 REEL: 004284 FRAME: 0686**

CH \$215.00 3428841

Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0BN1-156537
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	09/27/2010

Total Attachments: 32

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BORROWER SECURITY AGREEMENT

This BORROWER SECURITY AGREEMENT (as amended, extended, renewed, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 24, 2010, is made by Overhill Farms, Inc., a Nevada corporation ("Grantor"), in favor of Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement of even date herewith by and among Grantor, each lender from time to time party thereto (collectively, the "Lenders"), and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to extend certain credit facilities to Grantor.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantor shall enter into this Agreement and grant security interests in the assets of Grantor to Secured Party as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in order to induce Lenders to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Agreement is the "Borrower Security Agreement" referred to in the Credit Agreement. This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings given those terms in the Credit Agreement. Terms defined in the Uniform Commercial Code as in effect in the State of California (the "UCC") and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the UCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Collateral" means and includes all present and future right, title and interest of Grantor in and to all of its property and assets, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of Grantor to transfer any interest in or to any of its property or assets, including, without limitation, any and all of the following property:

(a) all present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety

bonds, insurance policies (whether or not required by the terms of the Loan Documents), notes and drafts, and all forms of obligations owing to Grantor or in which Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) all present and future general intangibles, all tax refunds of every kind and nature to which Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, insurance proceeds of which Grantor is a beneficiary;

(c) all present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which said trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (the Collateral described in the this clause (i) is referred to herein as the "Trademarks"), and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (the Collateral described in the foregoing clauses (c)(i) and (c)(ii) is referred to herein as the "Trademark Collateral");

(d) all present and future: patents, letters patent, all inventions and improvements described and claimed therein, including, without limitation, the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (the Collateral described in this clause (d) is referred to herein as the "Patents");

(e) (i) all present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 4 hereto (the Collateral described in this clause (i) is referred to herein as the "Copyrights"), and (ii) the right to sue for past, present and future infringements of rights in Copyrights, all goodwill of Grantor related to Copyrights, and any and all proceeds of any of the foregoing Collateral described in this clause (e), including, but not limited to, any and all proceeds of licensing thereof (the Collateral described in the foregoing clauses (e)(i) and (e)(ii) is referred to herein as the "Copyright Collateral");

(f) all Licenses (the Licenses, collectively with the Trademark Collateral, the Patents, the Copyright Collateral and the Trade Secrets, are collectively referred to herein as the "IP Collateral") and all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the IP Collateral;

(g) all present and future deposit accounts of Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by Grantor with any bank, savings and loan association, credit union or like organization, and all money, cash and cash equivalents of Grantor, whether or not deposited in any such deposit account;

(h) all present and future books and records, including, without limitation, all books of account and ledgers of every kind and nature, all electronically recorded data, all proprietary technical and business information, all know how, show how or other data or information, all software and databases and all embodiments or fixations thereof and related documentation, all registrations and franchises, in each case relating to Grantor or the business of Grantor, all receptacles and containers for such records, and all files and correspondence;

(i) all present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, motor vehicles and all other goods used in connection with or in the conduct of Grantor's business, including, without limitation, all goods as defined in Section 9102(a)(44) of the UCC;

(j) all present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(k) all present and future stocks, bonds, debentures, securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, investment property, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, Investments and/or brokerage accounts, including, without limitation, all Pledged Collateral, and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect to any of the foregoing;

(l) all present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(m) all other present and future tangible and intangible property of Grantor;

(n) all Commercial Tort Claims, including, without limitation, those listed on Schedule 5 hereto;

(o) all present and future rights, remedies, powers and/or privileges of Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(p) any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, goods, insurance proceeds, claims by Grantor against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

"Commercial Tort Claims" means, with respect to Grantor, all commercial tort claims asserted by it, or on its behalf, in writing to which it has any right, title or interest and of which it is aware.

"Distribution" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such capital stock or other Equity Interest or on account of any return of capital to such Person's stockholders, partners or members (or the equivalent Person thereof).

"Issuer" means any issuer of any Pledged Securities.

"License" means, with respect to Grantor, all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents,

Copyrights, Trade Secrets, or Trademarks, and (b) all rights to sue for past, present, and future breaches thereof.

"Pledged Collateral" means any and all property of Grantor now or hereafter pledged and delivered to Secured Party pursuant to this Agreement, and includes without limitation (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) the Pledged Debt, (c) all proceeds and products of any of the foregoing, (d) any and all collections, Distributions, cash, instruments, interest or premiums with respect to any of the foregoing and (e) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means all debt owed or owing to Grantor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 3, all instruments, chattel paper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries of Grantor now or hereafter owned by Grantor, including any interest of Grantor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the Subsidiaries of Grantor existing as of the date hereof are listed on Schedule 3), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor, or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries of Grantor.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantor at any time or from time to time owed to Secured Party under the Loan Documents, the Secured Cash Management Agreements and the Secured Hedge Agreements, and any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, absolute or contingent, direct or indirect, or voluntary or involuntary, whether obligations of performance or obligations of payment, whether for principal, interest, premiums, fees indemnities, damages, costs, expenses or otherwise (including all renewals, extensions, amendments, refinancings and other modifications of such Obligations and all costs, attorneys' fees and expenses incurred by Secured Party in connection with the collection or enforcement of such Obligations), and whether recovery upon such Obligations may be or hereafter becomes unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against Grantor under any Debtor Relief Laws.

"Secured Party" means collectively, the Administrative Agent (for itself and in its capacity as the Administrative Agent), Lenders, the L/C Issuer, the Hedge Banks, the Cash Management Banks, each sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05 of the Credit Agreement, and each of them, and any one or more of them. Subject to the terms of the Credit Agreement, any right, remedy, privilege or power of Secured Party under this Agreement shall be exercised by the Administrative Agent.

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know how now or hereafter owned or used in, or contemplated at any time for use in, the business of Grantor, whether or not such trade secret, other confidential or proprietary information or know how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Further Assurances. At any time and from time to time at the request of Secured Party, Grantor shall (i) execute and deliver to the Administrative Agent all such financing statements and other instruments and documents in form and substance satisfactory to Secured Party, and (ii) do all such further acts and things, in each case as may be deemed necessary or desirable by Secured Party to create and perfect, and to continue and preserve, an indefeasible security interest in the Collateral in favor of Secured Party or the priority thereof. At any time and from time to time, the Administrative Agent is hereby authorized and shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Secured Party may deem appropriate to perfect and to maintain perfected the security interests granted in Section 3 of this Agreement. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or the like, as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantor will upon demand of Secured Party deliver possession of same in pledge to the Administrative Agent for the benefit of Secured Party with, upon Secured Party's request, appropriate notations reasonably satisfactory to Secured Party disclosing that such Collateral is subject to Secured Party's interests. With respect to any Collateral consisting of securities, instruments, partnership or joint venture interests or the like, Grantor hereby consents and agrees that the issuers of, or obligors on, any such Collateral, or any registrar or transfer agent or trustee for any such Collateral, shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Secured Party to effect any transfer of, or to exercise, any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by Grantor or any other Person to such issuers or such obligors or to any such registrar or transfer agent or trustee.

3. Security Agreement. For valuable consideration, Grantor hereby assigns and pledges to Secured Party, and grants to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of all of the Secured Obligations. Collateral may be released from this Agreement pursuant to Sections 5 and 23 of this Agreement. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Grantor or any other Person or any other event or proceeding affecting any Person.

4. Delivery of Certain Pledged Collateral and Pledged Debt. On or before the Closing Date, Grantor shall cause to be pledged and delivered to the Administrative Agent for the benefit of Secured Party any existing Certificates which evidence the Equity Interests listed on Schedule 3 hereto and any existing certificate or instrument evidencing or constituting other investment property or Pledged Debt, each of which has been listed on Schedule 3 hereto. Following the Closing Date, Grantor will promptly notify the Administrative Agent of the creation of any Certificates or any certificate or instrument evidencing or constituting investment property or Pledged Debt, and Grantor will deliver such Certificates, investment property and Pledged Debt (including, without limitation, any certificates or instruments evidencing or constituting the same) to the Administrative Agent for the benefit of Secured Party within 10 Business Days of Grantor's receipt of such Certificates or any other certificate or instrument evidencing or constituting investment property or Pledged Debt. All Certificates, investment property and Pledged Debt (including, without limitation, any certificates or instruments evidencing or constituting the same) at any time delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party. Secured Party shall hold all Certificates, investment property and Pledged Debt (including, without limitation, any certificates or instruments evidencing or constituting the same) pledged hereunder pursuant to this Agreement unless and until released in accordance with Section 5 of this Agreement.

5. Release of Pledged Collateral. Collateral that is required to be released from the pledge and security interest created by this Agreement in order to permit Grantor to consummate any disposition of stock or assets, merger, consolidation, amalgamation, acquisition, or dividend payment or distribution that Grantor is entitled to consummate pursuant to the Loan Documents, if any, shall be so released by Secured Party at such times and to the extent necessary to permit Grantor to consummate such permitted transactions promptly following the Administrative Agent's receipt of written request therefor by Grantor specifying the purpose for which release is requested and such further certificates or other documents as Secured Party shall request in its reasonable discretion to confirm that Grantor is permitted to consummate such transaction in accordance with the Loan Documents and to confirm Secured Party's replacement Lien on appropriate collateral (unless replacement collateral is not required pursuant to the Loan Documents). Any request for any permitted release shall be transmitted to the Administrative Agent for the benefit of Secured Party. Secured Party, at the expense of Grantor, promptly shall redeliver all Certificates, investment property and Pledged Debt, and shall execute and deliver to Grantor all documents requested by Grantor that are in each case reasonably necessary to release such Collateral of record whenever Grantor shall be entitled to the release thereof in accordance with this Section.

6. Grantor's Representations, Warranties and Agreements. Grantor represents, warrants and agrees that: (a) Grantor owns the Collateral free and clear of any Lien except as expressly permitted by the Credit Agreement; (b) Grantor owns the sole, full and clear title to all of the existing Collateral and Grantor has the right and power to grant the security interests granted hereunder in the Collateral; (c) Grantor has the right and power to pledge the Collateral and grant a security interest in the Collateral to Secured Party without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such

pledge and security interest constitutes the valid, binding and enforceable obligation of Grantor, enforceable against Grantor in accordance with the terms hereof and the other Loan Documents, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion; (d) all Equity Interests that constitute a portion of the Pledged Securities are duly authorized, validly issued in accordance with all applicable Laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests owned by Grantor in the applicable Subsidiary; (e) except as specifically permitted under the Loan Documents, Grantor will not (i) sell, assign, exchange, transfer, or otherwise dispose of, or contract to sell, assign, exchange, transfer, or otherwise dispose of, or grant any option with respect to, any of the Collateral, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the Credit Agreement, or (iii) take any action with respect to the Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document; (f) Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the portion of the Collateral owned by it, except such as are timely contested in good faith, and upon its failure to pay or so contest such taxes, charges, Liens and assessments, Secured Party at its option may pay any of them, and Secured Party shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same; (g) the Collateral will not be used for any unlawful purpose or in violation of any Law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in connection therewith; (h) Grantor will, to the extent consistent with commercially reasonable business practice in its industry, keep the Collateral owned by it in good repair, working order and condition, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered commercially reasonable practice by owners of like property; (i) Grantor will take all reasonable steps necessary or desirable to preserve and protect the Collateral, including, with respect to the IP Collateral, the filing of any renewal affidavits and applications; (j) as of the date hereof, Grantor has no Trademarks registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America other than those described in Schedule 1 attached hereto; (k) as of the date hereof, Grantor has no Patents registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America other than those described in Schedule 2 attached hereto; (l) except as listed on Grantor's quarterly report on Form 10-Q filed August 6, 2010, to the best of Grantor's knowledge there are no actions, suits, proceedings or investigations pending or threatened in writing against Grantor before any governmental authority which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part, as of the date hereof; (m) Grantor shall not file any application for the registration of a Patent, Trademark or Copyright with the USPTO, USCO (as defined below) or any similar office or agency in the United States of America, or any State therein, unless Grantor promptly thereafter notifies the Administrative Agent of such action; (n) Grantor has not abandoned any Patent, Trademark or Copyright, and Grantor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless permitted by the Credit Agreement or Grantor has obtained the written consent of the Administrative Agent, which consent shall not be unreasonably withheld; (o) Grantor shall promptly notify the

Administrative Agent if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright of any material value may become abandoned, canceled, invalidated, or unenforceable; (p) Grantor will render any assistance, as Secured Party may determine is necessary or desirable, to Secured Party in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, or any State therein, to maintain any Patent, Trademark or Copyright and to protect Secured Party's security interest therein (unless such Patent, Trademark or Copyright is of immaterial value), including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings; (q) Grantor will promptly notify the Administrative Agent if Grantor learns of any use by any Person of any term or design likely to cause confusion with any of the Trademarks that are material to Grantor's business, or of any use by any Person of any other process or product which infringes upon any of the Trademarks that are material to Grantor's business, and if requested by Secured Party, Grantor, at its expense, shall join with Secured Party in such action as Secured Party in Secured Party's reasonable discretion may deem advisable for the protection of Secured Party's interest in and to the Trademarks; (r) Grantor assumes all responsibility and liability arising from the use of the IP Collateral, and Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate or Subsidiary of Grantor) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any Affiliate or Subsidiary of Grantor; (s) Grantor shall promptly notify the Administrative Agent in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental authority, court or body, Grantor becomes aware of regarding Grantor's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement by any third party of any Trademarks, Patents or Copyrights that are material to Grantor's business, Grantor shall promptly notify the Administrative Agent of such infringement and sue for and diligently pursue damages for such infringement, and if Grantor shall fail to take such action within one (1) month after such notice is given to the Administrative Agent, Secured Party may, but shall not be required to, itself take such action in the name of Grantor, and Grantor hereby appoints the Administrative Agent for the benefit of Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to Grantor, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations; (t) Grantor will maintain, with responsible insurance companies, insurance covering the Collateral against such insurable losses as is required by the Credit Agreement and will cause the Administrative Agent (for the benefit of Secured Party) to be designated as loss payee (as customary for secured parties based on the type of insurance) with respect to all insurance (whether or not required by the Credit Agreement), Grantor will obtain the written agreement of the insurers that such insurance shall not be cancelled, terminated or modified to the detriment of Secured Party without at least thirty (30) days' prior written notice to the Administrative Agent, and Grantor will furnish copies of such insurance policies or certificates to the Administrative Agent promptly upon request therefor and will otherwise comply with the terms and provisions of the Credit Agreement with respect to such insurance coverage; (u) Grantor will promptly notify the Administrative Agent in writing in the event of any material damage to the Collateral

(considered as a whole) from any source whatsoever, and, except for the disposition of collections and other proceeds of the Collateral permitted by Section 9 hereof, Grantor will not remove or permit to be removed any part of the Collateral from its places of business without the prior written consent of the Administrative Agent, except for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Documents; (v) in the event Grantor changes its name or its address as either are set forth herein or in the Credit Agreement, Grantor will notify the Administrative Agent of such name and/or address change promptly, but in any event, within thirty (30) days after such change; (w) as of the date hereof, Grantor does not have any Copyrights registered, or subject to pending applications, with the United States Copyright Office ("USCO"), or any similar office or agency in the United States of America, or elsewhere other than those described in Schedule 4 attached hereto; (x) Grantor authorizes the Administrative Agent to modify this Agreement by amending the Schedules hereto to include any new IP Collateral, renewal thereof or any IP Collateral applied for and obtained hereafter; and Grantor shall, upon request of Secured Party, from time to time execute and deliver to the Administrative Agent for the benefit of Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the assignment of a security interest in each such IP Collateral; (y) as of the date hereof, Grantor has no Commercial Tort Claims other than those described in Schedule 5 attached hereto and Grantor hereby covenants and agrees that it shall provide the Administrative Agent with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as the Secured Party may request to grant and perfect a security interest therein in favor of the Secured Party; (z) as of the date hereof, Schedule 6 attached hereto sets forth each of the material Licenses owned or held by or on behalf of Grantor, and all other intellectual property of Grantor other than the intellectual property otherwise set forth in the Schedules hereto; (aa) as of the date hereof, Schedule 7 attached hereto sets forth each letter of credit giving rise to a letter of credit right included in the Collateral owned or held by or on behalf of Grantor; and (bb) with respect to the Copyright Collateral, Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., 17 U.S.C. Sections 101, 201 et seq., the UCC or other Law of the United States of America, the State of California, other States or any other domestic or foreign jurisdiction as Secured Party may from time to time request, and shall take all such other action as Secured Party may require to perfect Secured Party's security interest in any of the Copyright Collateral and to completely vest in and assure to Secured Party its rights hereunder in any of the Copyright Collateral, and Grantor hereby irrevocably authorizes the Administrative Agent or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto, as Secured Party may deem appropriate. In the event that any recording or refile (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interests in Copyright Collateral that is material to Grantor's business, Grantor shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary to protect and preserve such security interests and as may be requested by Secured Party. Grantor further authorizes the Administrative Agent for the benefit of Secured Party, upon failure of Grantor to do so after

request by the Administrative Agent, to have this or any other similar agreement recorded or filed with the USCO, USPTO or other appropriate federal, state or foreign government office. Grantor hereby agrees that if any of its Pledged Securities, Pledged Debt or other investment property (other than investment property held in a securities account) is at any time not evidenced by a certificate of ownership, then it shall (A) cause the issuer thereof to execute and deliver to the Administrative Agent for the benefit of Secured Party an acknowledgment of the pledge, and (B) if necessary to perfect a security interest in such Pledged Securities, Pledged Debt or other investment property, cause such pledge to be recorded on the equityholder register or the books of the issuer, and Grantor shall execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give the Administrative Agent for the benefit of Secured Party the right to transfer such Pledged Securities, Pledged Debt or other investment property pursuant to the terms of this Agreement.

7. Deposit and Securities Accounts. For each deposit account and securities account that Grantor at any time opens or maintains, Grantor shall, at Secured Party's request and option, cause the depository bank or applicable financial institution to agree to comply at any time with instructions from the Administrative Agent to such depository bank or applicable financial institution directing the disposition of funds or other Collateral from time to time credited to such deposit account or securities account, as applicable, without further consent of Grantor, pursuant to an agreement in form and substance reasonably acceptable to Secured Party. Without limiting the foregoing, the Administrative Agent for the benefit of Secured Party shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depository institution or applicable financial institution at which a deposit account or securities account is maintained to verify the account balance of such account.

8. Secured Party's Rights Regarding Collateral. At any time (whether or not an Event of Default has occurred), the Administrative Agent for the benefit of Secured Party may enter any premises on which Collateral is located and examine the same at all reasonable times on reasonable notice and at the expense of Grantor, in each case to the extent necessary or desirable to protect the security interests hereunder. At any time and from time to time, at the expense of Grantor, the Administrative Agent for the benefit of Secured Party may, to the extent it may be reasonably necessary or desirable to protect the security interests hereunder: (i) with prior notice to Grantor, notify obligors on the Collateral that the Collateral has been assigned to Secured Party; and (ii) with prior notice to Grantor, request from obligors on the Collateral, in the name of Grantor or in the name of Secured Party, information concerning the Collateral and the amounts owing thereon; provided, however, that any such communication with customers of or vendors to Grantor shall be carried out by the Administrative Agent for the benefit of Secured Party through Grantor's independent auditors unless an Event of Default has occurred and is continuing (in which case such communication may be made directly by Administrative Agent). Grantor shall maintain books and records pertaining to the Collateral in such reasonable detail, form and scope as Secured Party shall require consistent with Secured Party's interests hereunder. At Secured Party's request, Grantor shall mark the Collateral and/or Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations reasonably satisfactory to Secured Party disclosing Secured Party's security interests. Secured Party shall at all reasonable times on reasonable notice have full access to and the right to audit any and all of Grantor's books and records pertaining to the Collateral, have the right to confirm

and verify the value of the Collateral and have the right to do whatever else Secured Party may deem reasonably necessary or desirable to protect its security interests hereunder; provided, however, that any such action which involves communicating with customers of or vendors to Grantor shall be carried out by the Administrative Agent for the benefit of Secured Party through Grantor's independent auditors unless an Event of Default has occurred and is continuing (in which case such communication may be made directly by Administrative Agent). Secured Party shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, to exercise any voting rights or managerial rights with respect to any Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations under this Agreement. Secured Party shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or any rights of Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

9. Collections on the Collateral. Except as otherwise provided in any Loan Document, Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, at the option of Secured Party, Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections and proceeds shall terminate, and any and all dividends, proceeds and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by Grantor in trust for Secured Party and, upon request of the Administrative Agent (or, if Administrative Agent is prohibited from making such request under applicable Debtor Relief Laws, automatically and without the necessity of a request from Administrative Agent), immediately delivered in kind to the Administrative Agent for the benefit of Secured Party. Any remittance received by Grantor from any Person shall be presumed to relate to the Collateral and to be subject to Secured Party's security interests. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of Secured Party or in the name of Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting proceeds of or otherwise relating to the Collateral; and Grantor hereby authorizes Secured Party to affix, by facsimile signature or otherwise, the general or special endorsement of Grantor, in such manner as Secured Party shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Secured Party without appropriate endorsement, and Secured Party and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by Grantor, to the same extent as though it were manually executed by the duly authorized officer of Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

10. Possession of Collateral by Secured Party. All of the Collateral now, heretofore or hereafter delivered to Secured Party shall be held by the Administrative Agent for the benefit of Secured Party in the Administrative Agent's possession, custody and control. Any or all of the Collateral delivered to Secured Party may be held in an interest-bearing or non-interest-bearing account, in Administrative Agent's sole and absolute discretion. Nothing herein shall obligate Secured Party to invest any Collateral or obtain any particular return thereon. Upon the occurrence and during the continuance of an Event of Default, whenever any of the Collateral is in Secured Party's possession, custody or control, Secured Party may use, operate and consume the Collateral, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of Grantor's obligations with respect thereto, or otherwise. Secured Party may at any time deliver or redeliver the Collateral or any part thereof to Grantor, and the receipt of any of the same by Grantor shall be complete and full acquittance for the Collateral so delivered, and Secured Party thereafter shall be discharged from any liability or responsibility therefor. So long as Secured Party exercises reasonable care with respect to any Collateral in its possession, custody or control, Secured Party shall have no liability for any loss of or damage to such Collateral, and in no event shall Secured Party have liability for any diminution in value of Collateral occasioned by economic or market conditions or events. Secured Party shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Secured Party is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

11. Events of Default. There shall be an event of default hereunder upon the occurrence and during the continuance of an Event of Default (as such term is defined in the Credit Agreement).

12. Rights Upon Event of Default. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Secured Party may have under applicable Law or in equity or under this Agreement (including, without limitation, all rights set forth in Section 8 hereof) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction, and, in addition, the following rights and remedies, all of which may be exercised with or without notice to Grantor (unless notice is required by applicable law with respect to a particular action) and without affecting the Obligations of Grantor hereunder or under any other Loan Document, or the enforceability of the Liens and security interests created hereby: (a) to foreclose the Liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process; (b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same; (c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon

such terms as shall be acceptable to Secured Party; (d) to notify obligors on the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly and exclusively to the Administrative Agent for the benefit of Secured Party; (e) to notify any Issuer of any Pledged Securities, and any and all other obligors on any Collateral, that the same has been pledged to Secured Party and that all Distributions, interest and other payments thereon are to be made directly and exclusively to the Administrative Agent for the benefit of Secured Party; (f) to collect by legal proceedings or otherwise all dividends, Distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral; (g) to cause the Collateral to be registered in the name of the Administrative Agent for the benefit of Secured Party, as legal owner; (h) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Secured Party may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral; (i) to settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto; (j) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Secured Party or in the name of Grantor; (k) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of Grantor, any and all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and Grantor (i) specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Secured Party which may release any Loan Party from personal liability on any of the Collateral; and (ii) agrees that any money or other property received by Secured Party in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Secured Party or Grantor, may be applied by Secured Party without notice to Grantor to the Secured Obligations in such order and manner as Secured Party in its sole discretion shall determine; (l) to insure, process and preserve the Collateral; (m) to exercise all rights (including voting rights), remedies, powers or privileges provided under any of the Loan Documents; (n) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records, and any receptacles and cabinets containing the same, relating to the Collateral, and Secured Party may, at the cost and expense of Grantor, use such of its supplies, equipment, facilities and space at its places of business as may be necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and Secured Party shall be deemed to have a rent-free tenancy of any premises of Grantor for such purposes and for such periods of time as reasonably required by Secured Party; (o) to receive, open and dispose of all mail addressed to Grantor and notify postal authorities to change the address for delivery thereof to such address as Secured Party may designate; provided that Secured Party agrees that it will promptly deliver over to Grantor such opened mail as does not relate to the Collateral; (p) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral; and (q) perform any obligation of Grantor under this Agreement or any other Loan Document; all at Secured Party's sole option and as Secured Party in its sole discretion may deem advisable. Grantor will, at Secured Party's request, assemble the Collateral and make it available to Secured Party at places which Secured Party may designate,

whether at the premises of Grantor or elsewhere, and Grantor will make available to Secured Party, free of cost, all premises, equipment and facilities of Grantor for the purpose of allowing Secured Party to take possession of the Collateral, store the Collateral, remove the Collateral, put the Collateral in salable form, and/or sell or dispose of the Collateral.

Upon the occurrence and during the continuance of an Event of Default, Secured Party also shall have the right, without notice or demand, either in person, by agent or by a receiver to be appointed by a court (and Grantor hereby expressly consents upon the occurrence and during the continuance of an Event of Default to the appointment of such a receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof. Secured Party shall further have the right to use any of the IP Collateral for the sale of goods, completion of work in process or rendering of services in connection with enforcing any of the security interests granted to Secured Party by Grantor. Taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice. The rights, remedies and powers of any receiver appointed by a court shall be as ordered by said court.

Any public or private sale or other disposition of the Collateral may be held at any office of Secured Party, or at Grantor's places of business, or at any other place permitted by applicable Law, and without the necessity of the Collateral being within the view of prospective purchasers. Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine in accordance with all applicable Law, and Grantor expressly waives any right to direct the order and manner of sale of any Collateral. Secured Party or any Person on Secured Party's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including attorneys' fees and disbursements) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting and liquidating the Collateral, and then to the satisfaction of the Secured Obligations in such order as shall be determined by Secured Party in its sole and absolute discretion. Grantor and any other Person then obligated therefor shall pay to the Administrative Agent for the benefit of Secured Party on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral.

Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send or otherwise make available to Grantor reasonable notice of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given to Grantor in accordance with the Credit Agreement at least ten (10) days before the date of the sale. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

With respect to any Collateral, including the Pledged Collateral, consisting of securities, partnership interests, joint venture interests, Investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable Laws, Secured Party may, in its sole and absolute discretion, sell

all or any part of such Collateral at private sale in such manner and under such circumstances as Secured Party may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Secured Party may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing such Collateral for their own account for Investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantor agrees that if such Collateral is sold for a price which Secured Party in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantor shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Secured Party shall not incur any liability or responsibility to Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Secured Party of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

Upon the occurrence and during the continuance of an Event of Default, Secured Party may use any of the IP Collateral for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantor. Secured Party may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the IP Collateral (or any part thereof), Grantor shall supply to Secured Party, or Secured Party's designee, to the extent Grantor is able to do so, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and Grantor's customer lists and other records relating to the IP Collateral and the distribution thereof.

Upon consummation of any sale of Collateral hereunder, Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of Grantor or any other Person, and Grantor hereby waives (to the extent permitted by applicable Laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of Law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Secured Party, and any Collateral so sold may be retained by Secured Party until the sale price is paid in full by the purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

13. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, capital stock, membership interests, partnership interests, joint venture interests, Investments or the like, including any Pledged Collateral (referred to collectively and individually in this Section 13 and in Section 14 hereof as the "Investment Collateral"), so long as no Default or Event of Default occurs and remains continuing:

13.1 Voting Rights. Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Credit Agreement, or the other Loan Documents; provided, however, that Grantor shall not exercise, and shall refrain from exercising, any such right if it could reasonably be foreseen to result in a Default or an Event of Default.

13.2 Interest Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, Grantor shall be entitled to receive and to retain and use any and all interest and Distributions paid in respect of the Investment Collateral; provided, however, that, any and all such interest and Distributions received in the form of capital stock, membership interests or other Equity Interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to the Administrative Agent for the benefit of Secured Party to hold as Pledged Collateral and shall, if received by Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of Grantor, and forthwith be delivered to the Administrative Agent for the benefit of Secured Party as Pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party).

14. Rights During Event of Default. With respect to any Investment Collateral, so long as a Default or Event of Default has occurred and is continuing:

14.1 Voting, Dividend, and Distribution Rights. At the option of Secured Party, all rights of Grantor to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 13.1 above, and to receive the interest and Distributions which they would otherwise be authorized to receive and retain pursuant to Section 13.2 above, shall cease, and all such rights thereupon shall become vested in the Administrative Agent for the benefit of Secured Party which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such interest and Distributions.

14.2 Dividends and Distributions Held in Trust. All Distributions which are received by Grantor contrary to the provisions of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantor, and forthwith shall be paid over to the Administrative Agent for the benefit of Secured Party as Pledged Collateral in the same form as so received (with any necessary endorsements).

14.3 Irrevocable Proxy. Grantor does hereby revoke all previous proxies with regard to the Investment Collateral, except to the extent Grantor is prohibited by Law from revoking such proxies, and appoints the Administrative Agent for the benefit of Secured Party as its proxyholder to attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxyholder shall have rights hereunder only upon the occurrence and during the continuance of a Default or Event of Default. Grantor hereby authorizes the Administrative Agent for the benefit of Secured Party to substitute another Person as the proxyholder and, upon the occurrence and during the continuance of any Default or Event of Default, hereby authorizes the proxyholder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Grantor remains outstanding from Secured Party and until such time as all Secured Obligations have been paid and performed in full.

15. Attorney-in-Fact. Grantor hereby irrevocably nominates and appoints the Administrative Agent for the benefit of Secured Party as its attorney-in-fact, until such time as all Secured Obligations shall have been paid and performed in full and no commitment to extend credit to Grantor remains outstanding from Secured Party, for the following purposes: (a) to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interests created by this Agreement and, upon the occurrence and during the continuance of an Event of Default, to process and develop the Collateral and to preserve, protect and maintain the Collateral; (b) upon the occurrence and during the continuance of an Event of Default, to do any and every act which Grantor is obligated to do under this Agreement, at the expense of Grantor; (c) to prepare, sign, file and/or record, for Grantor, in the name of Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Secured Party necessary or desirable in order to perfect or maintain perfected the security interests granted hereby; (d) to execute any and all papers and instruments and do all other things necessary or desirable to protect Secured Party's security interests in the Collateral; and (e) upon the occurrence and during the continuance of an Event of Default, to endorse and transfer the Pledged Collateral to any transferee or designee; provided, however, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and if Secured Party so acts, it shall have no liability or responsibility for any such action taken with respect thereto in the absence of gross negligence and willful misconduct. The foregoing power of attorney is coupled with an interest and is irrevocable until such time as no commitment to extend credit to Grantor remains outstanding from Secured Party and until such time as all Secured Obligations have been paid and performed in full.

16. Costs and Expenses. Grantor agrees to pay to Secured Party all costs and expenses (including, without limitation, attorneys' fees and disbursements) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement (including in connection

with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver, supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs and expenses, including attorneys' fees and disbursements, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Secured Obligation of Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Credit Agreement.

17. Statute of Limitations and Other Laws. Until the Secured Obligations shall have been paid and performed in full and no commitment to extend credit to Grantor under the Credit Agreement remains outstanding from Secured Party, the power of sale and all other rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Grantor expressly waives the benefit of any and all statutes of limitation and any and all Laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable Law.

18. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto.

19. Understandings with Respect to Waivers and Consents. Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantor otherwise may have against Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or Law. If any of the waivers or consents herein are determined to be contrary to any applicable Law or public policy, such waivers and consents shall be effective to the maximum extent permitted by Law.

20. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise (and whether by litigation, settlement, demand or otherwise), all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded,

reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

21. Covenant Not to Issue Uncertificated Securities. Grantor represents and warrants to Secured Party that all of its Equity Interests in existing Issuers, if any, are "Certificated Securities" (as contemplated by Article 8 of the UCC), and covenants to Secured Party that, without the prior written consent of Secured Party, it shall not (a) cause any Issuer, whether now or hereafter existing, to issue any Equity Interests in the form of "Uncertificated Securities" (as contemplated by Article 8 of the UCC) or (b) seek to convert all or any part of its Equity Interests in any Issuers, whether now or hereafter existing, into "Uncertificated Securities" (as contemplated by Article 8 of the UCC). The foregoing representations, warranties and covenants shall survive the execution and delivery of this Agreement.

22. Covenant Not to Dilute Interests of Secured Party in Pledged Securities. Grantor represents, warrants and covenants to Secured Party that, without the consent of Secured Party, it will not at any time cause or permit (if Grantor Controls the Issuer) any Issuer to issue any additional Equity Interests, or any warrants, options or other rights to acquire any additional Equity Interests, if the effect thereof would be to dilute in any way the interests of Secured Party in any Pledged Securities or in any Issuer.

23. Release of Grantor. This Agreement and all obligations of Grantor hereunder shall be released upon full and indefeasible payment and performance of all the Secured Obligations and termination of all the Commitments. At such time, Secured Party shall return any Pledged Collateral to Grantor, or to the Person or Persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to Grantor, or to the Person or Persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Agreement, all as reasonably requested by, and at the sole expense of, Grantor.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

25. Additional Powers and Authorization. The Administrative Agent has been appointed as the Administrative Agent hereunder pursuant to the Credit Agreement and shall be entitled to the benefits of the Credit Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, the Administrative Agent may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

26. GOVERNING LAW; JURISDICTION; ETC.

26.1 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

26.2 SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN LOS ANGELES COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE CENTRAL DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

26.3 WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 26.2 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

26.4 SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 29 HEREOF. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

27. JURY TRIAL WAIVER. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO

REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

28. California Judicial Reference. If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision; provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 16 of this Agreement, Grantor shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

29. Notices Generally. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier: (a) with respect to Grantor and the Issuers, to Grantor at the address or fax number designated for Grantor in the Credit Agreement or to such other address as may be designated by such Person in a written notice sent to all other parties in accordance with this Section; and (b) with respect to the Administrative Agent or any other Secured Party, to the Administrative Agent at the address or fax number designated in the Credit Agreement or to such other address as may be designated by the Administrative Agent in a written notice sent to Grantor in accordance with this Section. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, such notice shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in Section 10.02(b) of the Credit Agreement shall be effective as provided in such Section.


30. Issuers' Agreement. Grantor shall cause each Issuer, if the Issuer is a Subsidiary, to execute and deliver to Secured Party an acknowledgement and agreement in the form of Exhibit A hereto, and Grantor hereby consents to the covenants and agreements of the Issuers set forth therein.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"GRANTOR"

OVERHILL FARMS, INC.,
a Nevada corporation

By: 
Name: James Rius
Title: President / CEO

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"SECURED PARTY"

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"GRANTOR"

OVERHILL FARMS, INC.,
a Nevada corporation

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"SECURED PARTY"

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: _____

Title: MATTHEW KOENIG
Senior Vice President

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT

This Acknowledgement and Agreement (this "Acknowledgement") is delivered in connection with the Borrower Security Agreement (as amended, extended, renewed, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 24, 2010, made by Overhill Farms, Inc., a Nevada corporation ("Grantor"), in favor of Bank of America, N.A., as administrative agent and the other Persons constituting the Secured Party (as defined therein). Terms defined in the Agreement and not otherwise defined herein shall have the meanings defined for those terms in the Agreement.

The undersigned acknowledges that it is an "Issuer" as defined in the Agreement and hereby agrees for the benefit of Secured Party as follows:

1. The undersigned acknowledges and consents to Grantor's agreements as set forth in the Agreement.

2. The undersigned acknowledges that each of the Equity Interests it has issued to Grantor are "Certificated Securities" (as contemplated by Article 8 of the UCC), and covenants to Secured Party that it will not issue any Equity Interests in the form of "Uncertificated Securities" (as contemplated by Article 8 of the UCC) or seek to convert all or any part of the Equity Interests it has issued into "Uncertificated Securities" (as contemplated by Article 8 of the UCC) without the prior written consent of Secured Party.

3. The undersigned (i) agrees that it will comply with any and all orders originated by the Administrative Agent for the benefit of Secured Party with respect to the Pledged Securities, including, without limitation, orders from the Administrative Agent for the benefit of Secured Party to make the Administrative Agent, any other Secured Party or any purchaser or transferee, the registered holder or registered owner of the Pledged Securities, in each case without further consent by Grantor or any other Person and (ii) waives any right or requirement at any time hereafter to receive a copy of the Agreement in connection with the registration of any Pledged Collateral in the name of Secured Party or its nominees or the exercise of voting rights by the Administrative Agent for the benefit of Secured Party or its nominees.

4. THIS ACKNOWLEDGMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

_____,
a _____

By: _____

Name: _____

Title: _____

SCHEDULE 1

Existing and Pending Trademarks

<u>Owner</u>	<u>Trademark (U.S.A. unless otherwise noted)</u>	<u>Registration/ Serial #</u>	<u>Registration Date</u>
Overhill Farms, Inc.	OFI Asian Gourmet	3,428,841	05/13/08
Overhill Farms, Inc.	OFI Asian Gourmet Dong	78-840,947	Abandoned 09/06/10
Overhill Farms, Inc.	Chicago Brothers & Design	3,049,666	01/24/06
Overhill Farms, Inc.	Chicago Brothers Block Letters	3,049,656	01/24/06
Overhill Farms, Inc.	Chicago Brothers Chefmaster	2,978,759	07/26/05
Overhill Farms, Inc.	Overhill Farms	2,710,390	04/29/03
Overhill Farms, Inc.	Overhill Farms	1,228,615	02/22/83
Overhill Farms, Inc.	Overhill Farms & Design	2,850,816	06/08/04
Overhill Farms, Inc.	Chicago Brothers-Canada	TMA505,760	12/18/98
Overhill Farms, Inc.	Florence Pasta & Cheese & Design-Canada	TMA438,588	02/03/95
Overhill Farms, Inc.	Florence Pasta & Cheese-Canada	TMA438,589	02/03/95

SCHEDULE 2

Existing and Pending Patents

None.

SCHEDULE 3

Equity Interests in Subsidiaries: None.

Other Investment Property: None.

Pledged Debt: None.

SCHEDULE 4

Existing and Pending Copyrights

None.

SCHEDULE 5

Commercial Tort Claims

Overhill Farms, Inc. settled its claims against Five Star Custom Foods, Inc. for breach of contract and negligence for \$525,000, which amount is still outstanding.

SCHEDULE 6

Licenses and Other Intellectual Property

HarrisData Software License Agreement 3

Parties: Harris Business Group, Inc. and Overhill Farms

Dated: April 25, 2001

HarrisData Software License Agreement 3 Addendum #A

Purpose: Modification of grant and term

Dated: April 25, 2001

HarrisData Software License Agreement 3 Addendum #B

Purpose: Change in license information

Dated: May 21, 2002

HarrisData Software License Agreement 3 Addendum #C

Purpose: Change in license information

Dated: January 27, 2006

HarrisData Software License Agreement 3 Addendum

Purpose: Change in license information

Dated: February 8, 2006

Eating Right LLC License Agreement

Parties: Manufacture, sell and promote licensed products

Dated: May 1, 2008

SCHEDULE 7

Letters of Credit

None.