

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Southwest Beanmakers, L.P.	06/18/2007
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as First Lien Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6220150
Patent Number:	6482457
Application Number:	10300197
Application Number:	10745365
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7609
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Correspondent Name:	Kirstie Howard, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1136
NAME OF SUBMITTER:	Kirstie Howard

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PATENT
REEL: 019605 FRAME: 0104

Total Attachments: 6

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REEL: 019605 FRAME: 0105

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of June 19, 2007 is entered into by SOUTHWEST BEANMAKERS, L.P. (the "**Grantor**") and certain of its affiliates (collectively, the "**Grantors**") and JPMORGAN CHASE BANK, N.A., as the First-Lien Collateral Agent (and its successors and assigns in such capacity, the "**First-Lien Collateral Agent**") for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the First-Lien Guaranty and Security Agreement dated as of June 18, 2007 among the Grantors and the First-Lien Collateral Agent (the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the Grantors are granting a security interest to the Lenders in certain Patents whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on **Schedule A** hereto ("**Secured Patents**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the First-Lien Collateral Agent hereby agree as follows:

1. **Grant of Security Interest.**

(a) Each Grantor hereby grants to the First-Lien Collateral Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Secured Patents, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the First-Lien Collateral Agent under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. **Modification of Agreement.**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the First-Lien Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending **Schedule A** hereto to include reference to any right, title or interest in any existing Patents owned by the Grantor or any Patents acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

3. **Governing Law.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

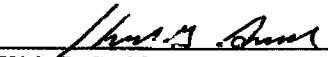
This Agreement shall be binding upon and inure to the benefit of the First-Lien Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the First-Lien Collateral Agent given in accordance with the First-Lien Credit Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and the First-Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

SOUTHWEST BEANMAKERS, L.P.

By: 
Name: Kirk G. Smith
Title: President

JPMORGAN CHASE BANK, N.A.,
as the First-Lien Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the First-Lien Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

SOUTHWEST BEANMAKERS, L.P.

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as the First-Lien Administrative Agent

By:  _____
Name: D. Scott Harvey
Title: Sr. Vice President

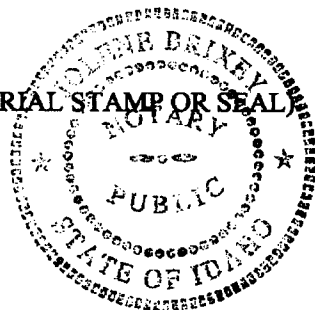
STATE OF Idaho

COUNTY OF Canyon

On June 18, 2007, before me, the undersigned, a notary public in and for said state and county, personally appeared Kirk G. Smith, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the President, on behalf of **Southwest Beanmakers, L.P.**, a Texas limited partnership, the partnership therein named, and acknowledged to me that the partnership executed the within instrument pursuant to its limited partnership agreement or a resolution of its general partner.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



John Bridges
Notary Public

My Commission Expires:

5/15/09

SCHEDULE A

PATENT SECURITY AGREEMENT

I. REGISTERED PATENTS

Patent	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/ Comment
To produce and sell dehydrated refried beans	US	6,220,150		Southwest Beanmakers, L.P.	
To produce and sell dehydrated refried beans	US	6,482,457		Southwest Beanmakers, L.P.	

II. PATENT APPLICATIONS

Patent	Country	App. No.	App. Date	Record Owner/Liens	Status/ Comment
To produce and sell dehydrated refried beans	US	10/300/197	11/19/02	Southwest Beanmakers, L.P.	
To produce and sell dehydrated refried beans	US	10/745/365	12/23/03	Southwest Beanmakers, L.P.	

Exhibit A to Patent Security Agreement