

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
Crestar Crusts, Inc.	09/26/2008
RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6048556
Patent Number:	5865107
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	758148
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 7 source=10-15-08 Crestar Crusts-PT#page1.tif source=10-15-08 Crestar Crusts-PT#page2.tif	

CH 6048556 \$80.00

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PATENT
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PATENT ASSIGNMENT OF SECURITY

WHEREAS, each of the undersigned grantors ("Grantors"), owns the patents and patent applications shown in the attached Schedule A (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors are obligated to PNC Bank, National Association ("PNC") and various other financial institutions (collectively, "Lenders") and PNC as agent for Lenders ("Agent") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantors and the other credit parties named therein and (ii) a certain Patent Collateral Security Agreement, dated the date hereof, made by Grantors in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, each Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in such Grantor's Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to such Grantor's Patents, and recordings and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


[SIGNATURE PAGES FOLLOW]

Each Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

September 26, 2008

Witness:

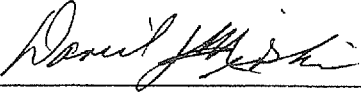


RICHELIEU FOODS, INC.

By: 

Name: Michael Morin
Title: Chief Financial Officer,
Treasurer and Secretary

Witness:

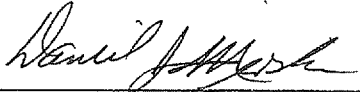


WILLOW FOODS, LLC

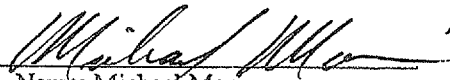
By: 

Name: Michael Morin
Title: Chief Financial Officer,
Treasurer and Secretary

Witness:



RICHELIEU GROUP, LLC

By: 

Name: Michael Morin
Title: Chief Financial Officer and
Treasurer

Witness:



CRESTAR CRUSTS, INC.

By: 

Name: Michael Morin
Title: Treasurer

[Signatures Continued on the Next Page]

STATE OF MASSACHUSETTS)
 : ss.:
COUNTY OF NORFOLK)

On the 26th day of September, 2008, before me personally came Michael Morin to me known, who being by me duly sworn, did depose and say that s/he is the CFO of RICHELIEU FOODS, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Laurel B. Perkins
Notary Public

My Commission Expires:

Laurel B. Perkins, Notary Public
My Commission Expires August 29, 2014

STATE OF MASSACHUSETTS)
 : ss.:
COUNTY OF NORFOLK)

On the 26th day of September, 2008, before me personally came Michael Morin to me known, who being by me duly sworn, did depose and say that s/he is the CFO of WILLOW FOODS, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Laurel B. Perkins
Notary Public

My Commission Expires:

Laurel B. Perkins, Notary Public
My Commission Expires August 29, 2014

STATE OF MASSACHUSETTS)
 : ss.:
COUNTY OF NORFOLK)

On the 26th day of September, 2008, before me personally came Michael Morin to me known, who being by me duly sworn, did depose and say that s/he is the CFO of RICHELIEU GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Laurel B. Perkins
Notary Public

My Commission Expires:

Laurel B. Perkins, Notary Public
My Commission Expires August 29, 2014

STATE OF MASSACHUSETTS)
 : ss.:
COUNTY OF NORFOLK)

On the 26th day of September, 2008, before me personally came Michael Morin to me known, who being by me duly sworn, did depose and say that s/he is the CFO of CRESTAR CRUSTS, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Laurel B. Perkins
Notary Public

My Commission Expires:

Laurel B. Perkins, Notary Public
My Commission Expires August 29, 2014

[Signatures Continued from the Previous Page]

Witness:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: 

Name:

Thomas J. Lorenz

Its:

Senior Vice President

STATE OF CT)
COUNTY OF Fairfield) ss.:

On the 25 day of September, 2008, before me personally came Thomas J. Lohr to me known, who being by me duly sworn, did depose and say that s/he is the SVP of PNC BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

[Signature]
Notary Public

My Commission Expires:

*My Commission Expires
Aug. 31, 2009*

SCHEDULE A

Schedule A to a Patent Assignment of Security dated September 26, 2008, by and among Richelieu Foods, Inc., Willow Foods, LLC, Richelieu Group, LLC, Crestar Crusts, Inc. and PNC Bank, National Association, as Agent.

Grantor: Richelieu Foods, Inc.

None

Grantor: Crestar Crusts, Inc.

<u>Patent Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
"Method for Making a Stuffed Crust Pizza"	6,048,556	4/11/2000	4/11/2020
"Apparatus for Making a Stuffed Crust Pizza"	5,865,107	2/21/1999	2/2/2019

Grantor: Richelieu Group, LLC

None

Grantor: Willow Foods, LLC

None