

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
Contessa Premium Foods, Inc.	07/15/2011

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	601 South Figueroa St., Suite 3690
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5869120
Patent Number:	6022571
Patent Number:	6168813
Patent Number:	6464131
Patent Number:	D396606
Patent Number:	D402137
Patent Number:	D404612
Patent Number:	D433251
Patent Number:	D464531
Patent Number:	D481593

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com

CH \$400.00 5869120

Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7001357
-------------------------	---------

NAME OF SUBMITTER:	Richard Kalwa
--------------------	---------------

Total Attachments: 7
source=3037314#page1.tif
source=3037314#page2.tif
source=3037314#page3.tif
source=3037314#page4.tif
source=3037314#page5.tif
source=3037314#page6.tif
source=3037314#page7.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of July 15, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as Agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents owned by such Grantor and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reversions, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

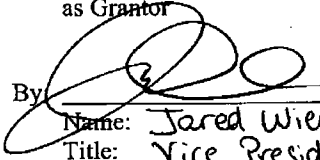
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONTESSA PREMIUM FOODS, INC.,
as Grantor

By: 
Name: Jared Wien
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

A3-3

PATENT
REEL: 026606 FRAME: 0183

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 14th day of July, 2011 before me personally appeared Tarek W. Wey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Contessa Premium Foods, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Joseph G. Calabrese
Notary Public

JOSEPH G CALABRESE
Notary Public, State of New York
No. 01CA6155659
Qualified in New York County
Commission Expires Nov. 13, 2014

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CONTESSA PREMIUM FOODS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: *MARK DETROIT*
Title: *DULY AUTHORIZED SIGNATORY*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

Schedule A

Patents

UTILITY PATENTS

Title of Invention	Application No./ Patent No.	Filing Date/ Issue Date	Inventor	Assignee
SERVING TRAY WITH SHRIMP	AN: 08/939,192 PN: 5,869,120	Filed: September 29, 1997 Issued: February 9, 1999	John Z. Blazeovich	Contessa Premium Foods. Inc.
SERVING TRAY WITH SHRIMP	AN: 09/243,345 PN: 6,022,571	Filed: February 1, 1999 Issued: February 8, 2000	John Z. Blazeovich	Contessa Premium Foods. Inc.
SERVING TRAY WITH SHRIMP	AN: 09/413,613 PN: 6,168,813	Filed: October 6, 1999 Issued: January 2, 2001	John Z. Blazeovich	Contessa Premium Foods. Inc.
PACKING BOX DESIGN	AN: 09/844,289 PN: 6,464,131	Filed: April 26, 2001 Issued: October 15, 2002	John Z. Blazeovich	Contessa Premium Foods. Inc.

DESIGN PATENTS

Title of Invention	Application No./ Patent No.	Filing Date/ Issue Date	Inventor	Assignee
SERVING TRAY WITH SHRIMP	AN: 29/059,932 PN: D396,606	Filed: September 18, 1996 Issued: August 4, 1998	John Z. Blazevich	Contessa Premium Foods. Inc.
DISPLAY AND SUPPORT STAND	AN: 29/075,059 PN: D402,137	Filed: August 12, 1997 Issued: December 8, 1998	John Z. Blazevich	Contessa Food Products
DISPLAY TRAY WITH SHRIMP	AN: 29/084,491 PN: D404,612	Filed: March 3, 1998 Issued: January 26, 1999	John Z. Blazevich	ZB Industries, Inc.
DISPLAY/ SUPPORT STAND	AN: 29/091,899 PN: D433,25I	Filed: August 7, 1998 Issued: November 7, 2000	John Z. Blazevich	Contessa Food Products
MULTI-TIER SHRIMP TRAY	AN: 29/136,478 PN: D464,531	Filed: January 31, 2001 Issued: October 22, 2002	John Z. Blazevich	Contessa Premium Foods. Inc.
MULTI-TIER SHRIMP TRAY	AN: 29/164,970 PN: D481,593	Filed: August 2, 2002 Issued: November 4, 2003	John Z. Blazevich	None Recorded