

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
Choice One Foods, LLC.		05/27/2005	LTD LIAB JT ST CO: ILLINOIS
Quantum Culinary, LLC.		05/27/2005	LTD LIAB JT ST CO: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	120 S. LaSalle Street
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60605
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1913544	CHOICE MEAT COMPANY, INC.
Registration Number:	2100110	CHOICE ONE FOODS
Registration Number:	2115518	CHOICE ONE FOODS
Registration Number:	2314553	WE GET THE JOB DONE. YOU GET THE CREDIT.
Serial Number:	78330317	SIMPLY GOURMET ORIENTAL CLASSICS
Serial Number:	78449764	READY TO LOVE 1 HEAT IT 2 EAT IT 3 SIMPLE
Serial Number:	78449701	SIMPLY GOURMET
Serial Number:	78330282	SIMPLY GOURMET ORIENTAL CLASSICS FULLY COOKED PREMIUM ENTREES
Serial Number:	76346540	QUANTUM CULINARY SIMPLY GOURMET
Serial Number:	76426337	SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES

CORRESPONDENCE DATA

CH \$265.00 1913544

Fax Number: (312)782-8585
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3122694244
Email: pmerrill@jonesday.com
Correspondent Name: Patricia Ann Merrill
Address Line 1: 77 West Wacker
Address Line 2: JONES DAY
Address Line 4: Chicago, ILLINOIS 60601-1692

NAME OF SUBMITTER:	Ronald A. Sandler
Signature:	/Ronald A. Sandler/
Date:	07/27/2005

Total Attachments: 9
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COLLATERAL ASSIGNMENT OF TRADEMARKS
AND SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT dated as of May 27, 2005 ("Agreement"), among Choice One Foods, LLC, a Delaware limited liability company ("Choice One"), Quantum Culinary, LLC, an Illinois limited liability company ("Culinary" and together with Choice One, the "Grantors" and each a "Grantor"), and JPMorgan Chase Bank, N.A., as Agent (together with its successors and assigns in such capacity, the "Agent"), for the benefit of the Lenders (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, Quantum Equity Properties, LLC, a Delaware limited liability company, Quantum Rosa Mystica Enterprises, LLC, a Delaware limited liability company, the lenders party thereto (the "Lenders"), the Agent and J.P. Morgan Securities Inc., as lead arranger and sole bookrunner.

(2) In connection with the Credit Agreement, each Grantor is a party to the Pledge and Security Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other grantors named therein and the Agent, pursuant to which each Grantor has granted to the Agent, for the benefit of the Lenders, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby covenants and agrees with the Agent and the other Lenders as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby assigns, transfers, conveys and grants to the Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of such Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantors and the Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other grantors named therein, as debtors, and the Agent, as secured party for the benefit of the Lenders. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


Section 6. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws of the State of Illinois, notwithstanding its conflicts of laws rules.

Section 7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

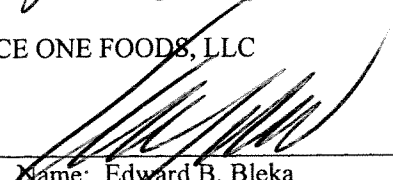
[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

QUANTUM CULINARY, LLC

By: 
Name: Jane Bleka
Title: Manager

CHOICE ONE FOODS, LLC

By: 
Name: Edward B. Bleka
Title: President and Chief Executive Officer

Accepted and acknowledged by:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____
Name: Patrick J. Fravel
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

QUANTUM CULINARY, LLC


By: _____
Name: Jane Bleka
Title: Manager

CHOICE ONE FOODS, LLC

By: _____
Name: Edward B. Bleka
Title: President and Chief Executive Officer

Accepted and acknowledged by:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Patrick J. Fravel
Title: Vice President

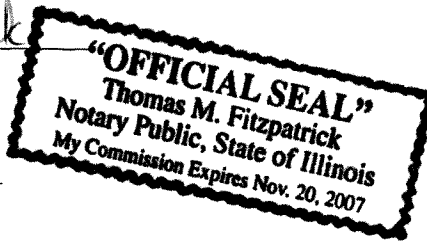
STATE OF ILLINOIS)
)ss.
COUNTY OF WILL)

On this 27th day of MAY, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared JANE BLEKA to me personally known, who, being by me duly sworn, did say that he/she is the MANAGER of QUANTUM CULINARY, LLC, that said instrument was signed on behalf of said limited liability company by authority of its MEMBERS; and that the said MANAGER as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

Thomas M. Fitzpatrick
Notary Public

[NOTARIAL SEAL]

My commission expires 11/20/07



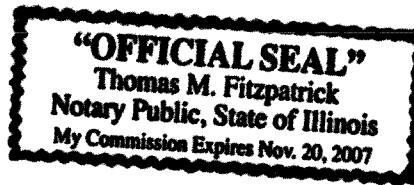
STATE OF ILLINOIS)
)ss.
COUNTY OF WILL)

On this 27th day of MAY, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared EDWARD B. BLEKA to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT/CEO of **CHOICE ONE FOODS, LLC**, that said instrument was signed on behalf of said limited liability company by authority of its MANAGERS; and that the said PRESIDENT as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

Thomas M. Fitzpatrick
Notary Public

[NOTARIAL SEAL]

My commission expires 11/20/07.



STATE OF IL)
COUNTY OF Cook)ss.

On this 26 day of May, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Arnold Fravel to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of JPMORGAN CHASE BANK, N.A., that said instrument was signed on behalf of said bank by authority of its Board of Directors; and that the said Vice President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said bank, by it and by him/her voluntarily executed.

Gloria Jones Tisdale



My commission expires 07/30/05.

**Schedule A
to Collateral Assignment of
Trademarks**

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration / Serial No.</u>
Choice One Foods, LLC	Choice Meat Company, Inc.	1913544 / 74532004
Choice One Foods, LLC	Choice One Foods	2100110 / 75028058
Choice One Foods, LLC	Choice One Foods & Design	2115518 / 75127571
Choice One Foods, LLC	We get the job done. You get the credit.	2314553 / 75636503
Quantum Culinary, LLC	Simply Gourmet Oriental Classics	Pending / 78330317
Quantum Culinary, LLC	Ready to Love	Pending / 78449764
Quantum Culinary, LLC	Simply Gourmet (New Design)	Pending / 78449701
Quantum Culinary, LLC	Simply Gourmet Oriental Classics (Design)	Pending / 78330282
Quantum Culinary, LLC	Quantum Culinary Simply Gourmet	2774621 / 76346540
Quantum Culinary, LLC	Simply Gourmet Fully Cooked Premium Entree	2818886 / 76426337