

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Frozen Specialties, Inc. | | 07/30/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | National City Business Credit, Inc. |
| Street Address: | 200 South Wacker Drive, Suite 600 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | National Association: CALIFORNIA |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 3648066 | FSI |
| Registration Number: | 2691744 | DELIBITES |
| Registration Number: | 2821811 | DELI BITES |
| Registration Number: | 2755028 | SHRIMP BITES |
| Registration Number: | 2745345 | RISING SLICES |
| Registration Number: | 2696829 | BURGER BITES |
| Registration Number: | 2425543 | MORNING BITES |
| Registration Number: | 2116332 | FSI |
| Registration Number: | 1903731 | PIZZA FINGERS |
| Registration Number: | 1870710 | CRAB BITES |
| Registration Number: | 1720533 | EGG ROLL BITES |
| Registration Number: | 1593255 | PIZZA BITES |
| Registration Number: | 1261356 | PIZZA BITES |
| Registration Number: | 1097642 | FOX DE LUXE |

CH \$415.00 3648066

| | | |
|----------------------|---------|---------|
| Registration Number: | 0965688 | MR. P'S |
| Registration Number: | 0676421 | GW |

CORRESPONDENCE DATA

Fax Number: (800)680-9592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-315-2000
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: McGuireWoods LLP
Address Line 1: 1800 Century Park East, 8th Floor
Address Line 2: Kirt J. Peterson, Esq.
Address Line 4: Los Angeles, CALIFORNIA 90067

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 442194 |
| NAME OF SUBMITTER: | Oleh Hereliuk |
| Signature: | /oh/ |
| Date: | 08/03/2009 |

Total Attachments: 8
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4. Application number(s) or registration number(s) and identification or description of the Trademark.

B. Trademark Registration Nos:

| Registration Number | Registration Date |
|----------------------------|--------------------------|
| 3648066 | 30-JUN-2009 |
| 2691744 | 25-FEB-2003 |
| 2821811 | 09-MAR-2004 |
| 2755028 | 26-AUG-2003 |
| 2745345 | 29-JUL-2003 |
| 2696829 | 11-MAR-2003 |
| 2425543 | 30-JAN-2001 |
| 2116332 | 25-NOV-1997 |
| 1903731 | 04-JUL-1995 |
| 1870710 | 27-DEC-1994 |
| 1720533 | 29-SEP-1992 |
| 1593255 | 24-APR-1990 |
| 1261356 | 13-DEC-1983 |
| 1097642 | 25-JUL-1978 |
| 0965688 | 07-AUG-1973 |
| 0676421 | 31-MAR-1959 |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of July, 2009, between the Grantor signatory hereto (the "Grantor"), and NATIONAL CITY BUSINESS CREDIT, INC., in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of July 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among FROZEN SPECIALTIES, INC., a Delaware corporation ("FSI"), any of FSI's domestic subsidiaries that are now or that hereafter become a party thereto (each a "Borrower", and collectively the "Borrowers"), the financial institutions that are now or that hereafter become a party thereto (collectively, the "Lenders" and individually a "Lender"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, such items excluded from the Collateral, as specified in the Credit Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5 or the Credit Agreement, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section,

subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

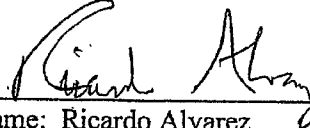
[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

FROZEN SPECIALTIES, INC.,
a Delaware corporation

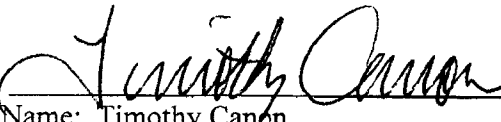
By: _____


Name: Ricardo Alvarez

Title: Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

NATIONAL CITY BUSINESS CREDIT, INC.,
as Agent

By: 
Name: Timothy Canon
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| Trademark | Database | Application Number | Application Date | Registration Number | Registration Date |
|------------------|-----------------|---------------------------|-------------------------|----------------------------|--------------------------|
| FSI | U.S. Federal | 77126719 | 09-MAR-2007 | 3648066 | 30-JUN-2009 |
| DELIBITES | U.S. Federal | 76393154 | 10-APR-2002 | 2691744 | 25-FEB-2003 |
| DELI BITES | U.S. Federal | 76339027 | 16-NOV-2001 | 2821811 | 09-MAR-2004 |
| SHRIMP BITES | U.S. Federal | 76242542 | 18-APR-2001 | 2755028 | 26-AUG-2003 |
| RISING SLICES | U.S. Federal | 76197674 | 22-JAN-2001 | 2745345 | 29-JUL-2003 |
| BURGER BITES | U.S. Federal | 76172512 | 29-NOV-2000 | 2696829 | 11-MAR-2003 |
| MORNING BITES | U.S. Federal | 75504391 | 18-JUN-1998 | 2425543 | 30-JAN-2001 |
| FSI | U.S. Federal | 75216608 | 20-DEC-1996 | 2116332 | 25-NOV-1997 |
| PIZZA FINGERS | U.S. Federal | 74460976 | 22-NOV-1993 | 1903731 | 04-JUL-1995 |
| CRAB BITES | U.S. Federal | 74271686 | 04-MAY-1992 | 1870710 | 27-DEC-1994 |
| EGG ROLL BITES | U.S. Federal | 74202602 | 12-SEP-1991 | 1720533 | 29-SEP-1992 |
| PIZZA BITES | U.S. Federal | 73815427 | 28-JUL-1989 | 1593255 | 24-APR-1990 |
| PIZZA BITES | U.S. Federal | 73366085 | 24-MAY-1982 | 1261356 | 13-DEC-1983 |
| FOX DE LUXE | U.S. Federal | 73126351 | 25-MAY-1977 | 1097642 | 25-JUL-1978 |
| MR. P'S | U.S. Federal | 72414946 | 08-FEB-1972 | 0965688 | 07-AUG-1973 |
| GW | U.S. Federal | 72043751 | 10-JAN-1958 | 0676421 | 31-MAR-1959 |
| SENOR P'S | Mexico | 725327 | 27-JUN-2005 | 917915 | 30-JAN-2006 |