

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	Triangle Mezzanine Fund, LLLP
<b>Street Address:</b>	3700 Glenwood Drive, Suite 530
<b>City:</b>	Raleigh
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27612
<b>Entity Type:</b>	Limited Liability Limited Partnership: NORTH CAROLINA

**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

OP \$415.00 3648066

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

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7043317546  
Email: donna.millard@klgates.com  
Correspondent Name: Michael A. Tobin  
Address Line 1: 214 N Tryon St, Hearst Tower 47th Floor  
Address Line 2: K & L Gates LLP  
Address Line 4: City, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2932852.00010FSIFINANCING
NAME OF SUBMITTER:	Michael A. Tobin
Signature:	/ Michael A. Tobin /
Date:	08/07/2009

Total Attachments: 6  
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## 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 TRIANGLE MEZZANINE FUND, LLLP, in its capacity as collateral 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 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 lenders 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 second priority security interest (subject to the Liens securing the Senior Debt) 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, 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, 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.

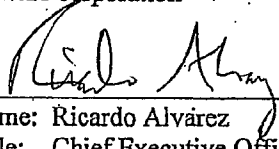
*[Remainder of page intentionally left blank; signature page follows.]*

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:

TRIANGLE MEZZANINE FUND, LLLP,  
as Agent

By: New Triangle GP, LLC, its General Partner

By: Triangle Capital Corporation, its Manager

By: Cary B. Nordan  
Name: Cary B. Nordan  
Title: Principal

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Trademark</u>	<u>Database</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
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