

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		12/29/2005	LIMITED LIABILITY COMPANY: DELAWARE
Quantum Culinary, LLC		12/29/2005	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JP Morgan Chase Bank, N.A.
Street Address:	120 South LaSalle Street
Internal Address:	8th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	N.A.: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	74532004	CHOICE MEAT COMPANY, INC.
Serial Number:	75028058	CHOICE ONE FOODS
Serial Number:	75127571	CHOICE ONE FOODS
Serial Number:	75636503	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

OP \$265.00 74532004

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128767700
Email: elizabeth.arnold2@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 233 South Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	035909-0018-16079
NAME OF SUBMITTER:	Elizabeth Arnold
Signature:	/eca/
Date:	12/30/2005

Total Attachments: 6

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EXECUTION VERSION

**AMENDMENT AND REAFFIRMATION OF COLLATERAL
ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT**

This Amendment and Reaffirmation of Collateral Assignment of Trademarks and Security Agreement (this "Amendment") is dated as of December 29, 2005 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 JP Morgan Chase Bank, N.A., as agent under the Credit Agreement and Loan Agreement described below (in such capacities, the "Agent").

The parties hereto desire to amend the Collateral Assignment of Trademarks and Security Agreement dated as of May 27, 2005 (as amended, the "Trademark and Security Agreement") among Grantors and Agent. Capitalized terms used herein and not otherwise defined have the meanings in the Trademark and Security Agreement.

SECTION 1. Amendments. The Trademark and Security Agreement is hereby amended as follows:

(a) The Preamble of the Trademark and Security Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Trademark Agreement") dated as of May 27, 2005 by and 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 JP Morgan Chase Bank, N.A., a national banking association having its principal office in Chicago, Illinois, in its capacity as Agent for the Lenders party to the Credit Agreement referred to below and agent for the Lenders party to the Loan Agreement referred to below (in such capacities, the "Agent").

(b) The Recitals to the Trademark and Security Agreement are hereby amended by deleting such Section in its entirety and replacing it with the following:

The Grantors, Quantum Equity Properties, LLC, a Delaware limited liability company, Quantum Rosa Mystica Enterprises, LLC, a Delaware limited liability company, the Agent, the Lenders and J.P. Morgan Securities Inc. are entering into a Credit Agreement dated as of May 27, 2005 (as it may be amended or modified from time to time, the "Credit Agreement"). Quantum Foods, Inc., the Agent, the lenders party thereto and J.P. Morgan Securities Inc. (as successor-in-interest to Banc One Capital Markets, Inc.) are parties to an Amended and Restated Loan and

Security Agreement dated as of August 28, 2002 (as amended, the "Loan Agreement"). The Grantors and Quantum Equity Properties, LLC are affiliates of Quantum Foods, Inc. and derive direct and indirect benefits from the Loan Agreement. The Grantors and Quantum Equity Properties, LLC made a Guaranty in favor of the Agent and lenders under the Loan Agreement dated as of December 29, 2005 (as amended, the "Choice One Guaranty"), pursuant to which the Grantors and Quantum Equity Properties, LLC guaranteed the "Liabilities" (as defined in the Loan Agreement). The Grantors are entering into this Trademark and Security Agreement to secure the Secured Obligations, including, without limitation, the Obligations under the Credit Agreement and the "Guaranteed Obligations" under (and as defined in) the Choice One Guaranty, in order to induce the Lenders to enter into and extend credit to the Borrowers under (and as defined in) the Credit Agreement and continue to extend credit to Quantum Foods, Inc. under the Loan Agreement.

SECTION 2. Reference to and Effect Upon the Trademark and Security Agreement.

(a) Except as specifically modified herein, the Trademark and Security Agreement shall remain in full force and effect and is hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment and all documents and instruments delivered in connection herewith shall not operate as a waiver of any right, power or remedy of Agent or Lenders under the Trademark and Security Agreement nor constitute a waiver of any provision of the Trademark and Security Agreement, except as specifically set forth herein. Upon the effectiveness of this Trademark and Security Agreement, each reference in the Trademark and Security Agreement to "this Trademark and Security Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Trademark and Security Agreement as modified hereby.

IN WITNESS WHEREOF, the parties hereto have hereupon set their hands upon the date first written above.

CHOICE ONE FOODS, LLC, a Delaware limited liability company, as a Grantor

By: _____
Name: _____
Title: _____

QUANTUM CULINARY, LLC, an Illinois limited liability company, as a Grantor

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

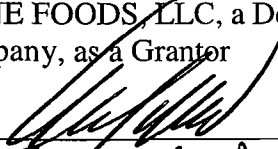
JP MORGAN CHASE BANK, N.A.,
as Agent

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

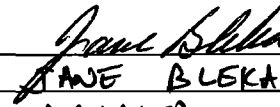
JP Morgan Chase Bank, N.A.

IN WITNESS WHEREOF, the parties hereto have hereupon set their hands upon the date first written above.

CHOICE ONE FOODS, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: EDWARD B. BLEKA
Title: PRESIDENT & CEO

QUANTUM CULINARY, LLC, an Illinois limited liability company, as a Grantor

By: 
Name: JANE BLEKA
Title: MANAGER

ACKNOWLEDGED AND AGREED:

JP MORGAN CHASE BANK, N.A.,
as Agent

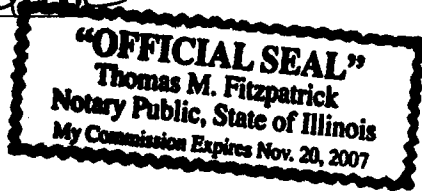
By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of DECEMBER, 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 BD of MGRS; and that the said EDWARD B. BLEKA 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 _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of DECEMBER, 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 MANAGERS; and that the said JANE BLEKA 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 _____

