

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Southern Specialty Brands, Inc.		08/31/2006	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AmSouth Bank		
<b>Street Address:</b>	315 Deaderick Street		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37237		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2769051	DIXIE LILY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(615)248-3040		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	615-252-3552		
<b>Email:</b>	mward@boultcummings.com		
<b>Correspondent Name:</b>	Mary Ward		
<b>Address Line 1:</b>	1600 Division Street, Suite 700		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203		
<b>NAME OF SUBMITTER:</b>	Mary Ward		
<b>Signature:</b>	/mary ward/		
<b>Date:</b>	09/26/2006		

Total Attachments: 4  
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**TRADEMARK  
 REEL: 003397 FRAME: 0509**

**OP \$40.00 2769051**

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**FIRST AMENDMENT TO TRADEMARK AND PATENT  
SECURITY AGREEMENT AND ASSIGNMENT**

This First Amendment to Trademark and Patent Security Agreement and Assignment (this "Amendment") dated as of August 31, 2006, is executed by SOUTHERN SPECIALTY BRANDS, INC. ("Debtor"), a Tennessee corporation, and AMSOUTH BANK ("Secured Party"), an Alabama banking corporation.

**RECITALS**

A. Debtor and Secured Party have previously entered into that certain Trademark and Patent Security Agreement and Assignment dated June 27, 2001 (the "Trademark Agreement"), whereby Debtor transferred and assigned to Secured Party and granted to Secured Party a security interest in all its right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, then existing or thereafter acquired and material to the businesses of Debtor, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country (collectively, the "Trademarks"), including, without limitation, all such rights referred to in Schedule A attached thereto.

B. Since that time, Debtor has acquired the following additional trademark (the "Additional Trademark"):

Trademark Registration No. 2,769,051  
Trademark: DIXIE LILY  
Registered: September 30, 2003

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Collateral Assignment. Debtor hereby reaffirms its prior transfer and assignment to Secured Party and its prior grant to Secured Party of a security interest in all of its Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark. Without limiting the foregoing, to secure the Indebtedness (as defined in the Trademark Agreement), Debtor hereby transfers and assigns to Secured Party and grants to Secured Party a continuing security interest in all of its now owned or hereafter acquired Trademarks, including, but not limited to, the trademarks described on Exhibit A attached to the Trademark Agreement and the Additional Trademark.

2. Reaffirmation. Debtor hereby reaffirms all representations and warranties set forth in the Trademark Agreement as being true and correct as of the date hereof. Except as expressly amended hereby, all terms and provisions of the Trademark Agreement remain in full force and effect. Debtor acknowledges and agrees that the Trademark Agreement, as amended

hereby, is enforceable against Debtor in accordance with its terms, subject to no setoff, counterclaim, or defense whatsoever.

3. Amendment, Modification, and Waiver in Writing. No provision of this Amendment can be amended, modified, or waived, except by a statement in writing signed by all parties to this Amendment.

4. Severability. Should any provision of this Amendment be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

5. Captions Not Controlling. Captions and headings have been included in this Amendment for the convenience of the parties, and shall not be construed as affecting the content of the respective paragraphs.

6. Counterparts. This instrument may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

7. Applicable Law. The validity, construction, and enforcement of this Amendment shall be determined according to the substantive laws of Tennessee without regard to conflicts principles, and by applicable federal law, to the extent that federal law may support the enforceability of this Amendment.

[signature page follows]

This First Amendment to Trademark and Patent Security Agreement and Assignment is executed as of the date first written above.

SOUTHERN SPECIALTY BRANDS, INC.

By: [Signature]

Title: President

AMSOUTH BANK

By: [Signature]

Title: Senior Vice President

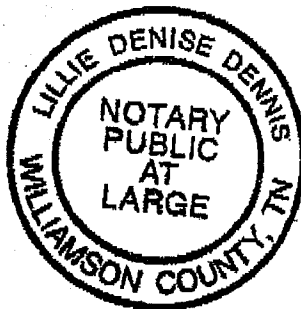
STATE OF Tennessee )

COUNTY OF Williamson )

SS.:

On this the 8<sup>th</sup> day of September, 2006, before me personally appeared Dennis Dahl who acknowledged himself to be the President of Southern Specialty Brands, Inc., a Tennessee corporation, and that he, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Lillie Denise Dennis

NOTARY PUBLIC

State of Tennessee

My Commission Expires: Jan. 16, 2006

[SEAL]

STATE OF Alabama )

COUNTY OF Jefferson )

SS.:

On this the 12<sup>th</sup> day of September, 2006, before me personally appeared Darlene Chandler who acknowledged himself/herself to be the Sr. Vice president of AmSouth Bank, an Alabama banking corporation, and that he/she, as such officer of the corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jessa D Bonds

NOTARY PUBLIC

State of Alabama

My Commission Expires: 1-18-2010

[SEAL]

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan 18, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1373947  
102684-018

[Signature Page to First Amendment to Trademark and Patent  
Security Agreement and Assignment]