

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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|------------------------------|---|
| NATURE OF CONVEYANCE: | Amended and Restated Intellectual Property Security Agreement |
|------------------------------|---|

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|--------------------|
| Border Foods, Inc. | | 09/29/2006 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------|
| Name: | BNP Paribas |
| Street Address: | 787 Seventh Avenue |
| Internal Address: | Attn: Special Assets Group |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Banking Company: FRANCE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2426056 | RIO LUNA |
| Registration Number: | 1541724 | DOS AMIGOS |
| Registration Number: | 1266449 | RANCHO EL MOLINO |
| Registration Number: | 1225198 | DOS AMIGOS |
| Registration Number: | 1232906 | EL MOLINO |
| Registration Number: | 2853685 | TRES HERMANAS |

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-585-8264
 Email: sfreedman@nixonpeabody.com
 Correspondent Name: Susan M. Freedman, Esq.
 Address Line 1: Nixon Peabody LLP
 Address Line 2: 401 9th Street, N.W., Suite 900

CH \$165.00 2426056

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

310217-10

NAME OF SUBMITTER:

Susan M. Freedman

Signature:

/susan m. freedman/

Date:

10/28/2006

Total Attachments: 9

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**AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated September 29, 2006 is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BNP Paribas ("*BNPP*"), as agent (the "*Administrative Agent*") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Border Foods, Inc., a Texas corporation, (the "*Borrower*") has entered into a Credit Agreement originally dated as of September 14, 2000 (as heretofore amended and restated pursuant to a certain Amended and Restated Credit Agreement, dated as of November 17, 2003 and as further amended, including without limitation, pursuant to a certain First Amendment to Amended and Restated Credit Agreement and Waiver, dated as of October 7, 2004, and Second Amendment to Amended and Restated Credit Agreement and Waiver, dated as of August 26, 2005, as in effect on the date hereof immediately before giving effect to the amendment and restatement contemplated by the Credit Agreement referred to below, herein the "*Existing Credit Agreement*") with the Lender Parties, certain other parties and BNP Paribas, as Initial Issuing Bank and as Administrative Agent (each as defined therein).

WHEREAS, pursuant to the Existing Credit Agreement, the Borrower and the Grantors entered into the Security Agreement originally dated as of September 14, 2000 (as heretofore amended and restated pursuant to a certain Amended and Restated Security Agreement, dated as of November 17, 2003, the "*Existing Security Agreement*") with the Administrative Agent for the benefit of the Secured Parties.

WHEREAS, pursuant to the Existing Security Agreement, the Borrower and the Grantors entered into the Intellectual Property Security Agreement originally dated as of September 14, 2000 (as heretofore supplemented pursuant to a certain Intellectual Property Security Agreement Supplement, dated as of November 17, 2003, the "*Existing IP Security Agreement*") with the Administrative Agent for the benefit of the Secured Parties.

WHEREAS, the Borrower, the Administrative Agent and the Lenders have agreed to amend and restate the Existing Credit Agreement in its entirety and have entered into an Second Amended and Restated Credit Agreement dated as of September 29, 2006 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Credit Agreement*").

WHEREAS, as a condition precedent to the making of loans and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Second Amended and Restated Security Agreement dated September 29, 2006 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement, for the purpose of amending and restating the Existing IP Security Agreement, covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international and foreign patents, patent applications, utility models and patent licenses (if any) set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit E to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Administrative Agent from time to time), together with all reissues, divisions, continuations, continuations- in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States trademark and service mark registrations, applications, and licenses, and the foreign trademark and service mark registrations, applications, and licenses (if any), set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "*Trademarks*");

(iii) the copyrights, United States copyright registrations and applications and copyright licenses, and the foreign copyright registrations and applications and copyright licenses (if any), set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Administrative Agent from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured

Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

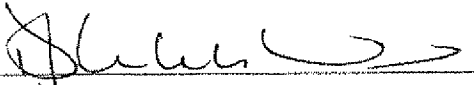
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

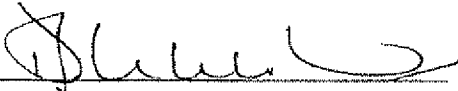
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORDER FOODS, INC.

By: 
Name: DOUGLAS HARRIS
Title: PRESIDENT & CEO


Address for Notices:
1750 Valley View Lane
Suite 350
Farmers Branch, Texas 75234

BORDER HOLDINGS INC.

By: 
Name: DOUGLAS HALL
Title: President & CEO

Address for Notices:
1750 Valley View Lane
Suite 350
Farmers Branch, Texas 75234

ASSOCIATED CHILE HOLDINGS, INC.

By: 
Name: _____
Title:

Address for Notices:
1750 Valley View Lane
Suite 350
Farmers Branch, Texas 75234

Schedule A
to the Amended and Restated Intellectual Property Security Agreement

Border Holdings Inc.

None

Border Foods, Inc.

None

Associated Chile Holdings, Inc.

None

Schedule B
to the Amended and Restated Intellectual Property Security Agreement

Border Holdings Inc.

None

Border Foods, Inc.

| Registration No. | Trademark | Jurisdiction Registered | Registration Date | Status | Expiry |
|-------------------------|------------------|--------------------------------|-----------------------------------|---------------|---------------|
| 2,426,056 | Rio Luna | United States | 2/6/2001 | Registered | 2/6/11 |
| 1,541,724 | Dos Amigos | United States | 5/30/89 | Registered | 5/30/09 |
| 1,266,449 | Rancho El Molino | United States | 2/7/84; Renewed on 2/19/04 | Registered | 2/7/14 |
| 1,225,198 | Dos Amigos | United States | 1/25/83; Renewed on 3/18/03 | Registered | 1/25/13 |
| 1,232,906 | El Molino | United States | 3/29/83; Renewed on 6/3/03 | Registered | 3/29/13 |
| 2,853,685 | Tres Hermanas | United States | 6/15/2004 | Registered | 6/15/2014 |

Associated Chile Holdings, Inc.

None

Schedule C
to the Amended and Restated Intellectual Property Security Agreement

Border Holdings Inc.

None

Border Foods, Inc.

None

Associated Chile Holdings, Inc.

None