



103332095

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Quantum Foods, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 27, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856-5201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See continuation of item 4 attached hereto.

B. Trademark Registration No.(s)

See continuation of item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

11/3/06

Date

Linda R. Kastner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

2006 NOV 11 11:23 RECEIVED OPR

CONTINUATION OF ITEM 4
TO RECORDATION FORM COVER SHEET

Registration Numbers

2113362
2780071
2100110
2115518
2246190
2831572
3013149
2068594
2774621
2697171
2547835
2818886

Application Numbers

78/392707
78/904878
78/429931
78/863573
78/960554
78/945562
78/945566
78/449764
78/951802
78/449701
78/330317
78/330282
78/912027

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2006, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

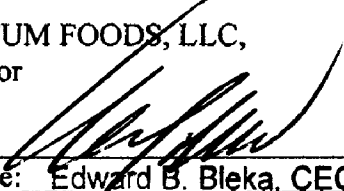
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

QUANTUM FOODS, LLC,
as Grantor

By: 
Name: Edward B. Bleka, CEO
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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.

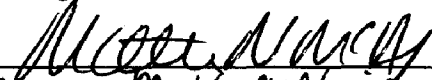
Very truly yours,

QUANTUM FOODS, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Matt McAlpine
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Mark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date
ANGUS MIDWESTERN BRAND & DESIGN	US	78/392707	3/29/2004		
BUTCHER'S FINEST	US	75/004355	10/11/1995	2113362	11/18/1997
BUTCHER'S PREFERRED	US	78/904878	6/9/2006		
C-H-I-C-A-G-O GREAT STEAK C-O-M-P-A-N-Y & DESIGN	US	76/215269	2/23/2001	2780071	11/4/2003
CHOICE ONE FOODS	US	75/028058	12/5/1995	2100110	9/23/1997
CHOICE ONE FOODS & DESIGN	US	75/127571	7/1/1996	2115518	11/25/1997
DESIGN ONLY (BULL PROFILE)	US	75/488631	5/20/1998	2246190	5/18/1999
GLEN JOE	Japan	H-10-081009	9/21/1998	4328587	10/22/1999
GLEN JOE	Korea	40-1998-0021596	8/24/1998	40-04540410000	9/2/1999
GREAT STEAKS & DESIGN	US	78/429931	6/4/2004		
GREAT STEAKS!	US	76/497527	3/17/2003	2831572	4/13/2004
MIDWESTERN BRAND	US	78/394033	3/31/2004	3013149	11/8/2005
OCEAN SELECT SEAFOOD & Design	US	78/863573	4/18/2006		
PROVIDING PROTEIN AND MENU SOLUTIONS	US	78/960554	8/25/2006		
QUANTUM CLASSICS	US	78/945562	8/4/2006		
QUANTUM CLASSICS & DESIGN	US	75/004354	10/11/1995	2068594	6/10/1997
QUANTUM CULINARY SIMPLY GOURMET & Design	US	76/346540	12/8/2001	2774621	10/21/2003
QUANTUM FOODS ENTREE SPECIALISTS & DESIGN	US	76/246646	4/25/2001	2697171	3/18/2003
QUANTUM STEAKHOUSE	US	75/679705	4/9/1999	2547835	3/12/2002
QUICKEST WAY TO GOURMET	US	78/945566	8/4/2006		
READY TO LOVE HEAT EAT. EAT EAT. SIMPLE.	US	78/449764	7/13/2004		
RICH. FRESH. SATISFYING.	US	78/951802	8/14/2006		
SIMPLY GOURMET & Design	US	78/449701	7/13/2004		
SIMPLY GOURMET FULLY COOKED PREMIUM ENTREES	US	76/426337	6/28/2002	2818886	3/2/2004
SIMPLY GOURMET ORIENTAL CLASSICS	US	78/330317	11/19/2003		
SIMPLY GOURMET ORIENTAL CLASSICS & DESIGN	US	78/330282	11/19/2003		
THE NEW TASTE OF TENDER	US	78/912027	6/20/2006		