

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Speciality Brands of America, Inc		05/18/2007	CORPORATION:
Bear Creek Country Kitchens, LLC		05/18/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	1400 Old Country Road, Suite 103
City:	Westbury
State/Country:	NEW YORK
Postal Code:	11590
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1726020	100% PURE
Registration Number:	1665516	100% PURE
Registration Number:	2378327	BEAR CREEK COUNTRY KITCHENS
Registration Number:	1852510	CANOLEO
Registration Number:	0740285	CARY'S
Registration Number:	0831170	CARY'S
Registration Number:	1473400	CARY'S
Registration Number:	0722057	DIXIE FRY
Registration Number:	1852524	NEW YORK FLATBREADS
Registration Number:	0206118	O.T.C.
Registration Number:	1847810	SPRING TREE
Registration Number:	2939526	SPRING TREE
Registration Number:	1507410	THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1848

CH \$365.00 1726020

Registration Number:	0200061	TRENTON
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CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: sachin.kohli@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Sachin Kohli

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14082.0043
NAME OF SUBMITTER:	Sachin Kohli
Signature:	/Sachin Kohli/
Date:	05/25/2007

Total Attachments: 5

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AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc., a Delaware corporation ("ACFS"), as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

RECITALS:

A. Pursuant to the Amended and Restated Note and Equity Purchase Agreement dated as of May 18, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), by and among Specialty Brands Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA") and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCCK" and together with Parent and SBA, the "Loan Parties"), the Purchasers at any time party thereto and ACFS, as administrative and collateral agent for the Purchasers, the Purchasers have agreed, subject to the conditions set forth in the Purchase Agreement, to purchase the Notes thereunder; and

B. All the Grantors are party to that certain Amended and Restated Second Lien Pledge and Security Agreement dated as of May 18, 2007 (the "Pledge and Security Agreement") in favor of the Second Lien Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Second Lien Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Purchase Agreement or the Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by

acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien 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 (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):
and

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2.2 For the avoidance of doubt, the grant of security under Section 2.1 is in addition to, and not in substitution for, the grant of security under the Existing Subordinated Financing, which grant shall remain in full force and effect, and shall be subsumed with this Agreement. All references to Trademark Collateral shall include all Trademark Collateral held as security under the Existing Subordinated Financing.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

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

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

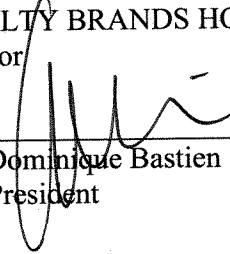
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[Signatures Pages Follow]

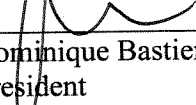
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

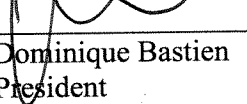
SPECIALTY BRANDS HOLDINGS, INC.,
as Grantor

By: 
Name: Dominique Bastien
Title: President

SPECIALTY BRANDS OF AMERICA, INC.,
as Grantor


By: 
Name: Dominique Bastien
Title: President

BEAR CREEK COUNTRY KITCHENS, LLC,
as Grantor

By: 
Name: Dominique Bastien
Title: President

ACCEPTED AND AGREED
as of the date first above written:

American Capital Financial Services, Inc.,
as Second Lien Agent

By: 
Name: Brian Graff
Title: Senior Vice President

**SCHEDULE
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Mark Name	Country	Current Owner	Reg. #	Reg. Date	Renewal Date
100 % PURE (DESIGN)	USA	Specialty Brands of America, Inc.	1726020	10/20/1992	10/20/2012
100% PURE (Design)	USA	Specialty Brands of America, Inc.	1665516	11/19/2001	11/19/2011
A WOODLAND SCENE IN SPRING WITH...THE SQUARE (DESCRIPTIVE REFERENCE) (DESIGN)	Canada	Specialty Brands of America, Inc.	UCA023825	4/1/1946	4/1/2021
BEAR CREEK COUNTRY KITCHENS	USA	Bear Creek Country Kitchens, LLC	2378327	8/22/2000	8/22/2010
BEAR CREEK COUNTRY KITCHENS	Canada	Bear Creek Country Kitchens, LLC	TMA504410	11/20/1998	11/20/2013
BEAR CREEK COUNTRY KITCHENS	Mexico	Bear Creek Country Kitchens, LLC	579657	6/29/1998	3/10/2008
BEAR CREEK COUNTRY KITCHENS	Mexico	Bear Creek Country Kitchens, LLC	579658	6/29/1998	3/10/2008
BEAR CREEK COUNTRY KITCHENS	CTM	Bear Creek Country Kitchens, LLC	751180	6/17/1999	5/2/2008
BEAR CREEK COUNTRY KITCHENS	Taiwan	Bear Creek Country Kitchens, LLC	844372	4/16/1999	4/15/2009
BEAR CREEK COUNTRY KITCHENS	Taiwan	Bear Creek Country Kitchens, LLC	854435	7/1/1999	6/30/2009
CANOLEO	USA	Specialty Brands of America, Inc.	1852510	9/6/1994	9/6/2014
CANOLEO (DESIGN)	Canada	Specialty Brands of America, Inc.	TMA448875	10/13/1995	10/13/2010
CARY'S	USA	Specialty Brands of America, Inc.	740285	11/6/1962	11/6/2012
CARY'S	USA	Specialty Brands of America, Inc.	831170	6/27/1967	6/27/2017
CARY'S	USA	Specialty Brands of America, Inc.	1473400	1/19/1988	1/19/2008
DIXIE FRY	USA	Specialty Brands of America, Inc.	722057	9/26/1961	9/26/2011
DIXIE FRY	Canada	Specialty Brands of America, Inc.	TMA383284	4/19/1991	4/19/2021
NEW YORK FLATBREADS	USA	Specialty Brands of America, Inc.	1852524	9/6/1994	9/6/2014
O.T.C.	USA	Specialty Brands of America, Inc.	206118	11/24/1925	11/24/2015
SPRING TREE	USA	Specialty Brands of America, Inc.	1847810	8/2/2004	8/2/2014
SPRING TREE	Canada	Specialty Brands of America, Inc.	TMA558022	2/18/2002	2/18/2017
SPRING TREE	USA	Specialty Brands of America, Inc.	2939526	4/12/2005	4/12/2011
THE ORIGINAL TRENTON CRACKER CO. O.T.C. SINCE 1948 (DESIGN)	USA	Specialty Brands of America, Inc.	1507410	10/4/1988	10/4/2008
TRENTON	USA	Specialty Brands of America, Inc.	200061	6/23/1925	6/23/2015