

**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>
The Pictsweet Company		04/15/2008	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	300 Galleria Parkway
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	National banking association:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	1285421	10 E C
Registration Number:	1005407	BROCCOLI FLORENTINE
Registration Number:	789404	DULANY
Registration Number:	1294712	EVERFRESH
Registration Number:	1511939	EXPRESS
Registration Number:	559848	PICTSWEET
Registration Number:	1720569	PICTSWEET
Registration Number:	1296603	PRIME FROZ-N
Registration Number:	2120773	PRODUCT OF USA
Registration Number:	2837100	QUICK 'N BUTTERY
Registration Number:	1282683	QUICK'N CHEESY
Registration Number:	2837099	QUICK 'N SAUCY
Registration Number:	2837098	QUICK 'N SPICY

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Registration Number:	1283521	SIZE WIZE
Registration Number:	1142730	SOUP LADLE
Registration Number:	2080426	UNITED EXPRESS
Registration Number:	2972342	USA FARMS
Registration Number:	1623147	VEGETABLES CANTONESE
Registration Number:	994420	VEGETABLES DEL SOL
Registration Number:	1297862	VEGETABLES GRANDE
Registration Number:	1338212	VEGETABLES JAPANESE
Registration Number:	1001605	VEGETABLES MILANO
Registration Number:	1309243	VEGETABLES PARISIAN
Registration Number:	1299717	VEGETABLES ROMANO
Registration Number:	375188	WINTER GARDEN
Registration Number:	1030931	WINTER GARDEN
Registration Number:	1032416	WINTER GARDEN
Registration Number:	1140461	WINTER GARDEN
Registration Number:	994419	VEGETABLES ORIENT

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-420-5574  
Email: ovs@phrd.com  
Correspondent Name: Oksana V. Sepich  
Address Line 1: 285 Peachtree Center Avenue  
Address Line 2: Suite 1500  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.19
NAME OF SUBMITTER:	Harrison J. Roberts
Signature:	/Harrison J. Roberts/
Date:	04/23/2008

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 15th day of April, 2008, between **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 (together with its successors and assigns, "Lender"), and **THE PICTSWEET COMPANY**, a Delaware corporation having its principal place of business at Ten Pictsweet Drive, Bells, Tennessee 38006-0019 (the "Company").

### Recitals:

Lender and the Company are parties to a certain Loan and Security Agreement dated as of February 10, 2000 (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement").

The Company has requested that Lender agree to amend the Loan Agreement pursuant to the terms of a certain Fourth Amendment to Loan and Security Agreement dated the date hereof between the Company and Lender (the "Amendment").

A condition to Lender's willingness to enter into the Amendment is Borrower's execution and delivery of this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Each capitalized term used herein (including each capitalized term used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Total Facility; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized

by the Trademarks; and

(c) all proceeds of the foregoing.

The security interests and liens granted pursuant to this Agreement shall be in addition to, and not in lieu of, any security interest or lien granted by the Company in the Loan Agreement or any of the other Loan Documents.

3. The Company covenants and agrees with Lender that, except for Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

4. The Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Company and the Collateral as set forth in the Loan Agreement.

5. Until Full Payment of all of the Obligations, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

6. If, before Full Payment of all of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

7. The Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 6 hereof.

8. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law.

9. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in the Company's name or in Lender's name, in Lender's sole discretion, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

10. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

14. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

15. The Company hereby waives notice of Lender's acceptance hereof.

16. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

17. To the fullest extent permitted by applicable law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

*[Remainder of page intentionally left blank; signatures commence on following page]*

WITNESS the execution hereof under seal as of the day and year first above written.

**THE PICTSWEET COMPANY**

("Company")

By: Brad Strange

Name: Brad Strange

Title: Vice President, CFO, Treasurer and  
Assistant Secretary

Accepted:

**BANK OF AMERICA, N.A.**

("Lender")

By: Walter Shellman

Name Walter Shellman

Title: Senior Vice President

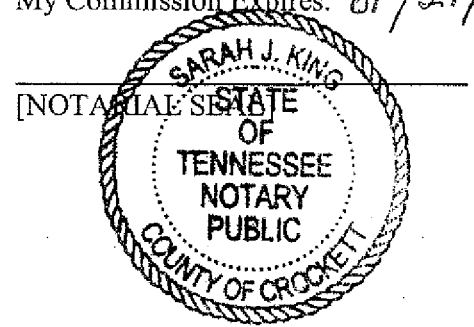
[Signatures continued on following page.]

STATE OF Tennessee §  
COUNTY OF Crockett §

BEFORE ME, the undersigned authority, on this day personally appeared Brad Strange, Vice President, CFO, Treasurer and Assistant Secretary of **The Pictsweet Company**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15<sup>th</sup> day of April, 2008.

Sarah J. King  
Notary Public  
My Commission Expires: 01/21/09



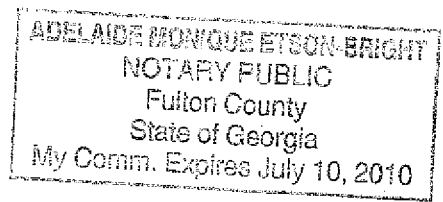
STATE OF Georgia §  
COUNTY OF Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared Walter Shellman, Senior Vice President of **Bank of America, N.A.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15 day of April, 2008.

Abelton Bright  
Notary Public  
My Commission Expires:

[NOTARIAL SEAL]





**EXHIBIT A**

Trademarks and Trademark Applications

See attached.

TRADEMARKS AND PATENTS  
9/17/07

Registration Number	Docket Number	Registration Date	Trademark Description	Next Renewal Due	Expired Date
1,285,421	20387-A	07/10/84	10-E-C & Design	07/10/14	
1,005,407	20389	02/25/75	Broccoli Florentine	02/25/15	
789,404	16009	09/10/85	Dulany	05/11/15	
1,294,712	20870	09/11/84	Everfresh	09/11/14	
1,511,939	26244	11/08/88	Express	11/08/08	
559,848	20390	06/10/52	Pictsweet	06/10/12	
1,720,569	39535	09/29/92	Pictsweet	09/29/12	
5,427,808	39615-A	06/27/95	Preservation & Display Container		
1,296,603	20398	09/18/84	Prime Froz-n (stylized)		
2,120,773	48367	12/16/97	Product of the USA & Design	12/17/17	
2,837,100	20800-A	04/27/04	Quick N'Buttery	04/27/14	
1,282,683	20392	06/19/84	Quick N'Cheesy	06/19/10	
2,837,099	20871-A	04/27/04	Quick N'Saucy	04/27/14	
2,837,098	68153	04/27/04	Quick N'Spicy	04/27/14	
1,283,521	20391	06/26/84	Size Wize	06/26/04	
1,142,730	15937	12/09/80	Soup Ladle	12/09/10	
2,080,426	26690	07/22/97	United Express	07/22/17	
2,972,342	71252	07/19/05	USA Farms & Design	07/19/15	
1,623,147	33814	11/13/90	Vegetables Cantonese	11/13/10	
994,420	20393	10/01/74	Vegetables Del Sol	10/11/14	
1,297,862	20799	09/25/84	Vegetables Grande	09/25/14	
1,338,212	20798	05/28/85	Vegetables Japanese	05/28/15	
1,001,605	20394	01/14/75	Vegetables Milano	01/14/15	
1,309,243	20801	12/11/84	Vegetables Parisian	12/11/14	
1,299,717	21194	10/09/84	Vegetables Romano	10/09/14	
375,188	16013	02/13/74	Winter Garden	02/13/10	
1,030,931	16015	01/20/76	Winter Garden	01/20/16	
1,032,416	16016	02/03/76	Winter Garden	02/03/16	
1,140,461	15934	10/14/80	Winter Garden & Design	10/14/10	

TRADEMARK

REEL: 003764 FRAME: 0888

TRADEMARKS AND PATENTS  
9/17/07

EXPIRED									
604,010	16008				Dulany				05/11/05
937,202	16010	07/04/72			Dulany (Rectangle)				06/11/02
	20399				Freezer Queen				07/23/01
1,305,192	21195	11/13/84			La Cariba				10/13/89
1,632,469	33815	01/22/91			Vegetables Belgian				01/08/01
1,634,252	33816	02/05/91			Vegetables New England				03/20/96
4347 St of TN	30388-TN	03/16/82			Winter Garden				02/20/02
1,418,796	23513	11/26/86			Vegetables California				11/26/06
994,419	20395	10/01/74			Vegetables Orient				10/01/06
1,387,668	23515	03/25/86			Vegetables Swiss				03/25/06
1,388,452	23516	04/01/86			Vegetables Western				04/01/06