

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Master Assignment and Acceptance and Agent Succession Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas		06/10/2008	Banking Entity: FRANCE
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania Avenue NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
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)420-2201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	parsonse@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	A4043.0623		

OP \$165.00 2426056

NAME OF SUBMITTER:	Elizabeth Parsons
Signature:	/Elizabeth Parsons/
Date:	07/21/2008

Total Attachments: 26

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**MASTER ASSIGNMENT AND ACCEPTANCE
AND
AGENT SUCCESSION AGREEMENT**

MASTER ASSIGNMENT AND ACCEPTANCE AND AGENT SUCCESSION AGREEMENT (this "Agreement"), dated as of June 10, 2008 (this "Agreement"), by and among Border Foods, Inc., a Texas corporation (the "Borrower"), Border Holdings Inc., a Delaware corporation ("Holdings"), LaSalle Bank National Association ("LaSalle"), Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank International", New York Branch ("Rabobank"), Harris N.A. ("Harris") and BNP Paribas ("BNPP", and collectively with LaSalle, Rabobank and Harris, the "Assignors"), and Allied Capital Corporation, a Maryland corporation (the "Assignee").

RECITALS:

WHEREAS, the Borrower, Holdings, the Lender Parties (as defined therein), and BNPP, as Initial Issuing Bank and as Administrative Agent for the benefit of the Lender Parties, are parties to that certain Second Amended and Restated Credit Agreement dated as of September 29, 2006 (as amended, amended and restated, supplemented or otherwise modified to the Effective Date, the "Credit Agreement"; the terms defined therein, unless otherwise defined herein, being used herein as therein defined and references herein to Article, Section, subsection or clause refer to the appropriate Article, Section, subsection or clause in the Credit Agreement, unless otherwise noted herein);

WHEREAS, each Assignor desires to assign and sell to the Assignee, and the Assignee desires to purchase and assume, all of such Assignor's rights and obligations under the Credit Agreement and each of the other Loan Documents;

WHEREAS, BNPP, as the Administrative Agent under the Credit Agreement (in such capacity, the "Existing Agent"), desires to resign as Administrative Agent under the Credit Agreement and the other Loan Documents;

WHEREAS, the Assignee, in its capacity as the sole Lender Party upon giving effect to the assignments of the Loans and other Obligations contemplated hereby, desires to succeed as Administrative Agent (in such capacity, the "Successor Agent") for the Lender Parties under the Credit Agreement and the other Loan Documents; and

WHEREAS, in connection herewith, the Assignors also desire to assign, transfer and convey, and the Assignee desires to purchase and assume, the Shares (as defined therein) pursuant to that certain Equity Assignment Agreement of even date herewith by and among the Assignors and the Assignee (the "Equity Assignment Agreement"; and together with this Agreement, collectively referred to herein as the "Transaction Documents");

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereto agree as follows:

SECTION 1. ASSIGNMENT AND ACCEPTANCE

1.1. Assignment and Acceptance. The Assignors severally and the Assignee each agrees as follows:

(a) Sale and Assignment. Each Assignor hereby sells and assigns, without recourse except as to the representations and warranties made by it herein, to the Assignee, and the Assignee hereby purchases and assumes from such Assignor, an interest in and to such Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined in Section 5.1) equal to one hundred percent (100%) of all of its outstanding rights and obligations under the Credit Agreement Facility or Facilities specified on Schedule 1 hereto and all related claims and rights in existence on the Effective Date and arising under or related to any of the Loan Documents. After giving effect to such sale and assignment, each Assignor's Commitments and the amount of the Loans owing to such Assignor shall be zero (-0-).

(b) Assignor Representations and Warranties. Each Assignor (i) represents and warrants that its name set forth on Schedule 1 hereto is its legal name, that it is the legal and beneficial owner of the interest or interests being assigned by it hereunder and that such interest or interests are free and clear of any security interest, lien, encumbrance or adverse claim of any nature; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any Loan Document or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, any Loan Document or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under any Loan Document or any other instrument or document furnished pursuant thereto; and (iv) has delivered to the Assignee the Note or Notes held by such Assignor.

(c) Assignee Undertakings. The Assignee (i) confirms that it has received a copy of the Credit Agreement, together with all such financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into each of the Transaction Documents; (ii) agrees that it will, independently and without reliance upon the Existing Agent, the Successor Agent, any Assignor or any other Lender Party and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) represents and warrants that its name set forth on Schedule 1 hereto is its legal name; (iv) confirms that it is an Eligible Assignee (upon giving effect to the waiver set forth in Section 1.2 hereof); (v) appoints and authorizes the Successor Agent to take such action as the Successor Agent on its behalf and to exercise such powers and discretion under the Loan Documents as are delegated to the Successor Agent by the terms thereof, together with such powers and discretion as are reasonably incidental thereto; and (vi) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender Party.

(d) Delivery. Following the execution of this Agreement, it will be delivered to the Successor Agent for acceptance and recording by the Successor Agent.

(e) Effect. Upon the acceptance and recording by the Successor Agent pursuant to clause (d), above, as of the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Agreement, have the rights and obligations of a Lender Party thereunder and (ii) each Assignor shall, as provided in this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents and cease to be a party thereto.

(f) Payments. Upon the acceptance and recording by the Successor Agent pursuant to clause (d), above, from and after the Effective Date, the Successor Agent shall make all payments under the Credit Agreement and the Notes in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to the Assignee.

1.2. Waiver. Each of the parties hereto waives the applicability of (i) the definition of “Eligible Assignee” to the effect that Assignee, which is an Affiliate of the Borrower, shall for all purposes hereof and for each of the Loan Documents be deemed an “Eligible Assignee”, and (ii) the assignment fee contemplated by Section 9.07(a) of the Credit Agreement.

SECTION 2. AGENT SUCCESSION

2.1. Resignation and Appointment. As of the Effective Date:

(a) Resignation. The Existing Agent hereby resigns as “Administrative Agent” under the Credit Agreement and the other Loan Documents.

(b) Appointment. Each of the Borrower and each of the Lender Parties hereby consents to and appoints the Successor Agent as successor Administrative Agent and agrees that from and after the Effective Date, the Successor Agent shall succeed to the rights, powers and duties of the Administrative Agent under each of the Loan Documents.

(c) Acceptance of Agency. The Successor Agent hereby accepts its appointment as successor Administrative Agent.

(d) References to Administrative Agent. All references contained in the Loan Documents to the term “Administrative Agent” shall from and after the Effective Date mean and refer to Allied Capital Corporation as Administrative Agent, without prejudice to the surviving rights of the Existing Agent as predecessor Administrative Agent.

(e) Assignment of Liens. The Existing Agent hereby assigns to the Successor Agent each of the Liens granted or otherwise assigned to the Existing Agent under the Security Documents.

(f) Further Assurances. Each of the parties hereto agrees to execute all documents necessary or appropriate to evidence the appointment of Successor Agent as successor Administrative Agent and the assignment to the Successor Agent referred to in this Section 2. The Existing Agent agrees that it will execute and deliver to the Successor Agent any instruments or documents (including, without limitation, UCC assignments and assignments of

all Mortgages), and take such other and further actions and deliver such Loan Documents and related materials, as shall be reasonably requested by the Successor Agent to give effect to the succession contemplated by this Agreement.

2.2. Representation, Warranty and Covenant of Existing Agent.

(a) Representation and Warranty. The Existing Agent represents and warrants to the Successor Agent that Schedule 2 attached hereto lists all of the Loan Documents in effect on the Effective Date, including all amendments and supplements thereto.

(b) Copies of Loan Documents. The Existing Agent hereby covenants and agrees that it will promptly deliver to the Successor Agent a true, correct and complete copy of each of the Loan Documents referenced in (a), above.

SECTION 3. MUTUAL RELEASE

3.1. Release. Each of the parties hereto (individually, a “Party”, and collectively, the “Parties”), for itself and on behalf of its successors, assigns, related or controlled parties, family members, heirs and beneficiaries (the “Releasing Parties”) hereby fully and finally releases, acquits and forever discharges each of the other Parties, as well as their respective successors, assigns, related or controlled parties, family members, heirs and beneficiaries, principals, directors, officers, managers, members, stockholders, partners, employees, agents and professionals (the “Released Parties”), of and from any and all actions, causes of action, suits, debts, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, extents, executions, assessments, claims, counterclaims, demands, liens, commitments, contracts, agreements, promises, liabilities, demands, damages, losses, costs, expenses and compensation of any kind or nature whatsoever, in law or in equity or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or in equity arising at any time from the beginning of the world up until immediately prior to the Effective Date relating to, or in any way arising out of any Loan Document or any Related Document and the respective obligations of the parties thereto and the transactions arising thereunder (collectively, “Claims”), which such Releasing Party had, has, or may have had against the Released Parties, or any of them, other than any Excluded Claim (as hereinafter defined).

3.2. Excluded Claims. An “Excluded Claim” shall mean: (a) any Claim of any Party arising on or after the Effective Date or pursuant to any of the Transaction Documents, (b) any Claim of any Lender Party or Assignee against Borrower or Holdings relating to, arising out of or in connection with any of the Loan Documents or any investment of such Party in the Borrower or Holdings, including without limitation, the obligations of Holdings or the Borrower under the Credit Agreement and the Related Documents, (c) any Claim of BNPP, Assignee or any of their Affiliates arising on or after the Effective Date under that certain Securityholders’ Agreement dated as of September 29, 2006, by and among Holdings, the Assignors, the Assignee, the SPC Securityholders (as defined therein), BNP Paribas Principal Incorporated, BancBoston Capital, Inc., Steven J. Moore and J. Larry Adcock, and (d) any Claim of Assignee

against any shareholder, officer, director or employee of Borrower or Holdings (other than the Lender Parties).

3.3. Representations and Warranties. Each of the Releasing Parties acknowledges, agrees and represents that: (a) it has not assigned any Claim or potential Claim against the Released Parties to any other person, (b) it fully intends to release all Claims set forth in Section 3.1 above against the Released Parties in accordance herewith and (c) it has been advised by legal counsel and has negotiated and agreed upon this release set forth herein.

SECTION 4. REPRESENTATIONS AND WARRANTIES

Each party hereto hereby represents and warrants to the other parties hereto as follows:

4.1. Organization and Qualification. Such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

4.2. Authority; Effect of Agreement. Such party has all requisite corporate or company power and authority to execute, deliver and perform its obligations under each of the Transaction Documents. The execution, delivery and performance by such party of each of the Transaction Documents, and the consummation by such party of the transactions contemplated thereby, have been duly authorized by all necessary company action of such party. Each of the Transaction Documents has been duly executed and delivered by such party and constitutes or will constitute valid and binding obligations of such party, enforceable against such party in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4.3. Absence of Conflict. Neither the execution and delivery by such party of the Transaction Documents, nor the consummation by such party of the transactions contemplated thereby (a) violates, is in conflict with, accelerates the performance required by or constitutes (i) a default (or an event which, with notice or lapse of time or both, would constitute a default) under such party's organizational documents or (ii) a material default (or an event which, with notice or lapse of time or both, would constitute a material default) under any contract of such party, or (b) violates any law, rule, decree, regulation, ordinance, code, order or opinion of any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory or taxing authority applicable to such party. Each Assignor makes the representations and warranties set forth in this Section 4.3 with the qualification that such representations and warranties are made only to the actual knowledge of the officers of such Assignor who have signed this Agreement on behalf of such Assignor and that such officers have made no independent inquiry or investigation with respect to the matters set forth in this Section 4.3.

4.4. Litigation. There is no action, suit, proceeding or arbitration, civil, criminal, regulatory or otherwise, at law or in equity proceeding pending nor, to the knowledge of such party, threatened, nor to the knowledge of such party, is there any investigation by any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision,

agency, commission or authority thereof, or any quasi-governmental or private body exercising any regulatory or taxing authority pending or threatened against such party or its assets, which would give any third party the right to enjoin or rescind the transactions contemplated hereby or otherwise prevent such party from complying with the terms and provisions of either of the Transaction Documents. Each Assignor makes the representations and warranties set forth in this Section 4.4 with the qualification that such representations and warranties are made only to the actual knowledge of the officers of such Assignor who have signed this Agreement on behalf of such Assignor and that such officers have made no independent inquiry or investigation with respect to the matters set forth in this Section 4.4.

4.5. No Brokers or Finders. Such party has not employed any broker or finder or incurred any liability for any brokerage or finder's fee or commissions or similar payment in connection with the transactions contemplated hereby.

SECTION 5. CONDITIONS PRECEDENT; FURTHER ASSURANCES

5.1. Effective Date. This Agreement shall become effective as of the date hereof (the "Effective Date") provided that (x) the Existing Agent shall have received each of the following, in form and substance satisfactory to the Existing Agent and in sufficient copies for the Existing Agent, the Successor Agent, each Lender and Assignee, as appropriate, and (y) the following events shall have occurred:

(a) This Agreement. The Existing Agent shall have received counterparts of this Agreement duly executed by the Assignors, the Assignee, the Existing Agent, the Successor Agent and the Borrower.

(b) Equity Assignment Agreement. The Existing Agent shall have received sufficient copies of the Equity Assignment Agreement, originally executed and delivered by each party thereto.

(c) Collateral. The Existing Agent shall have received:

(i) Wells Fargo Blocked Account. An acknowledgement by Wells Fargo Bank, Deming, MN, that it has consented to the assignment from the Existing Agent to the Successor Agent of that certain Restricted Account Agreement among Wells Fargo Bank, the Existing Agent, the Borrower and Associated Chile Holdings, Inc.

(ii) Rabobank Blocked Account. An acknowledgement by Rabobank, NA that it has consented to the assignment from the Existing Agent to the Successor Agent of that certain Account Control Agreement among the Borrower, the Existing Agent and Rabobank, NA.

(iii) UCC-3s. UCC-3 Financing Statements, evidencing the assignment of the applicable Collateral to the Successor Agent, shall have been filed in the relevant filing offices with respect to the UCC Financing Statements filed in connection with any of the Collateral Documents.

(d) Payment of Loan Amounts. The Assignee shall have paid by wire transfer not later than 12 noon (EST) on the Effective Date to the Existing Agent, for the account of the respective Assignors, such amount as is set forth with respect to the respective Assignors on Schedule 1 (it being understood that payment received after 12 noon (EST) shall be deemed to be made on the next succeeding Business Day).

(e) Existing Agent's Costs and Expenses. The Borrower shall have paid all accrued out-of-pocket costs and expenses of Existing Agent (including, without limitation, the reasonable fees and out-of-pocket expenses of Existing Agent's counsel) that have been submitted to the Borrower in writing as of the date hereof.

(f) Delivery of Notes and Securities. Each Assignor shall have delivered to the Assignee, (i) the original executed Notes held by each Assignor, and (ii) certificates evidencing the securities transferred pursuant to the Equity Assignment Agreement with duly executed stock powers.

5.2. Further Assurances. From time to time, as and when requested by any party, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as the requesting party may reasonably deem necessary or desirable to consummate the transactions contemplated hereby.

SECTION 6. MISCELLANEOUS

6.1. Reference To and Effect on Loan Documents. Except as specifically provided herein, all of the terms of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect.

6.2. No Waiver. Except as set forth in Section 1.2 hereof, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of any Lender, the Existing Agent or the Successor Agent under the Credit Agreement or any of the Loan Documents.

6.3. Indemnification. The Assignee agrees to indemnify and hold harmless each of the Existing Agent and each of the Assignors and their respective officers, directors, employees, affiliates, agents and controlling persons from and against any and all liabilities, obligations, damages, deficiencies, expenses, actions, suits, proceedings, demands, assessments, judgments, awards, taxes, costs and expenses, including reasonable attorneys' fees and other costs of defense (collectively, "Damages") resulting from any misrepresentation or breach of warranty on the part of the Assignee hereunder or any breach by the Assignee of any covenant to be performed by the Assignee hereunder; provided that the Assignee shall not be liable for the payment of any portion of such Damages that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the Existing Agent's and/or such Assignor's gross negligence or willful misconduct. In the event of any action or proceeding by Assignee to enforce this Agreement or the Equity Assignment Agreement, the breaching party shall, if Assignee prevails in such action or proceeding, reimburse Assignee for all reasonable costs and expenses (including fees and expenses of counsel and other professionals) incurred by Assignee in connection therewith.

6.4. Modification and Amendment. This Agreement may be from time to time modified or amended only by written agreement of all of the parties.

6.5. Counterparts; Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed via facsimile transmission, and any such executed facsimile copy shall be treated as an original.

6.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

6.7. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when (a) delivered by hand, (b) transmitted by facsimile, provided that a copy is sent at about the same time by registered mail, return receipt requested, or (c) received by the addressee, if sent by Express Mail, Federal Express or other express delivery service to the addressee at the addresses or facsimile numbers set forth as follows (or to such other addresses or facsimile number as a party may specify by notice given to the other party pursuant to this provision):

If to the Borrower or Holdings:

Border Foods, Inc.
Border Holdings, Inc.
4065 "J" Street SE
Deming, New Mexico 88030
Tel: (505) 546-8863
Fax: (575)-546-8676
Attn: President and Chief Executive Officer

If to LaSalle:

John Schuessler
Bank of America
IL1-231-11-19
231 S. LaSalle Street
Chicago, IL 60604
Tel: 312-828-8622
Fax: 312-828-3550

If to Rabobank:

Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank
International" New York Branch
245 Park Avenue
New York, New York 10167
Tel: (212) 916-3716 or (212) 808-6985
Fax: (212) 916 7821
Attn: Karen Boyer or Cynthia Fotheringham

If to Harris:

Harris N.A.
115 S. LaSalle, 12W
Chicago, IL 60603
Tel: (312) 461-6204 (Jason Clary) and (312) 461-2370 (Lawrence Mizera)
Fax: (312) 461-7958
Attn: Jason M. Clary and Lawrence A. Mizera

If to BNPP:

BNP Paribas
787 Seventh Avenue
New York, New York 10019
Tel: (212) 841-2000
Fax: (212) 841-3065
Attn: Brock Harris and Laurent Eymery

With a copy (which shall not constitute notice) to:

Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022
Tel: (212) 940-3121
Fax: (212) 940-3111
Attn: Mats G. Carlston

If to the Assignee:

Allied Capital Corporation
1919 Pennsylvania Avenue NW
Washington, DC 20006
Tel: (202) 721-6200
Fax: (202) 721-6101
Attn: Robert Monk

With a copy (which shall not constitute notice) to:

Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006
Tel: (202) 420-2200
Fax: (202) 420-2201
Attn: Emanuel Faust, Esq.

6.8. Entire Agreement. This Agreement, including the Schedules hereto and the documents, certificates and instruments referred to herein, constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, between the parties, with respect to the subject matter hereof; provided that the Confidentiality Agreement shall remain in full force and effect until the Effective Date.

6.9. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not party to this Agreement. No assignment of this Agreement or of any rights or

obligations hereunder may be made by either party (by operation of law or otherwise) without the prior written consent of the other and any attempted assignment without the required consent shall be void. Notwithstanding anything to the contrary contained herein, it is hereby acknowledged and agreed that Assignee may assign this Agreement to any of its Affiliates or assign as collateral any and/or all of its rights under this Agreement by way of security to any banks, holders of debt securities or financial institutions lending money, providing credit or otherwise providing financing to Assignee or any of its Affiliates, including, without limitation, in connection with any and all subsequent refinancings.

6.10. Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. All references in this Agreement to Sections and Schedules are to sections and schedules to this Agreement, unless otherwise indicated.

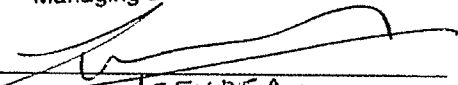
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IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the date specified thereon.

BNP PARIBAS, as an Assignor and Existing Agent

By 

Name: **Brock T. Harris**
Title: Managing Director

By 

Name: **Laurent EYMER Y**
Title: **DIRECTOR**

**COOPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A. "RABOBANK INTERNATIONAL",
NEW YORK BRANCH**, as an Assignor

By _____

Name:
Title:

By _____

Name:
Title:

**LASALLE BANK NATIONAL
ASSOCIATION**, as an Assignor

By _____

Name:
Title:

HARRIS N.A., as an Assignor

By _____

Name:
Title:

[signature continue on next page]

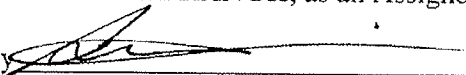
IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the date specified thereon.

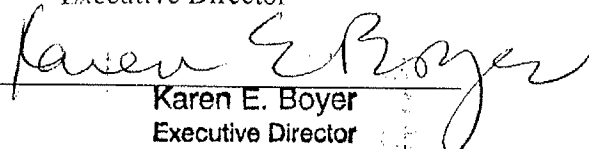
BNP PARIBAS, as an Assignor and Existing Agent

By _____
Name:
Title:

By _____
Name:
Title:

**COOPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A. "RABOBANK INTERNATIONAL",
NEW YORK BRANCH**, as an Assignor

By 
Name: Brett Delfino
Title: Executive Director

By 
Name: Karen E. Boyer
Title: Executive Director

**LASALLE BANK NATIONAL
ASSOCIATION**, as an Assignor

By _____
Name:
Title:

HARRIS N.A., as an Assignor

By _____
Name:
Title:

[signature continue on next page]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the date specified thereon.

BNP PARIBAS, as an Assignor and Existing Agent

By _____
Name:
Title:

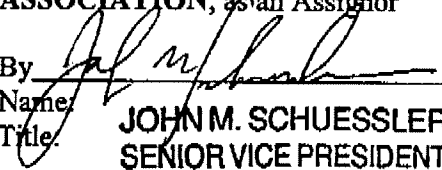
By _____
Name:
Title:

**COOPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A. "RABOBANK INTERNATIONAL",
NEW YORK BRANCH**, as an Assignor

By _____
Name:
Title:

By _____
Name:
Title:

**LASALLE BANK NATIONAL
ASSOCIATION**, as an Assignor

By 
Name: **JOHN M. SCHUESSLER**
Title: **SENIOR VICE PRESIDENT**

HARRIS N.A., as an Assignor

By _____
Name:
Title:

[signature continue on next page]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by their officers thereunto duly authorized as of the date specified thereon.

BNP PARIBAS, as an Assignor and
Existing Agent

By _____
Name:
Title:

By _____
Name:
Title:

**COOPERATIEVE CENTRALE
RAIFFEISEN-BOERENLEENBANK
B.A. "RABOBANK INTERNATIONAL",
NEW YORK BRANCH**, as an Assignor

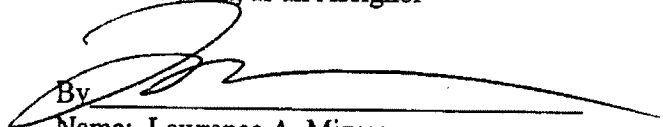
By _____
Name:
Title:

By _____
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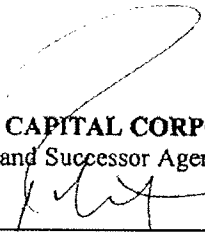
**LASALLE BANK NATIONAL
ASSOCIATION**, as an Assignor

By _____
Name:
Title:

HARRIS N.A., as an Assignor

By 
Name: Lawrence A. Mizera
Title: Managing Director

[signature continue on next page]


ALLIED CAPITAL CORPORATION, as
Assignee and Successor Agent

By _____
Name: *Robert Monk*
Title: *Managing Director*

BORDER FOODS, INC., as Borrower

By _____
Name:
Title:

BORDER HOLDINGS INC., as Holdings

By _____
Name:
Title:

**ALLIED CAPITAL CORPORATION, as
Assignee and Successor Agent**

By _____
Name:
Title:

BORDER FOODS, INC., as Borrower

By *Bandy Clark*
Name:
Title:

BORDER HOLDINGS INC., as Holdings

By *Robert Lampert*
Name: ROBERT LAMPERT
Title: VICE PRESIDENT FINANCE

SCHEDULE 1
to
MASTER ASSIGNMENT AND ACCEPTANCE AND AGENT SUCCESSION AGREEMENT

Effective Date: June 10, 2008. Payment not later than 12 noon. Accruals to and including June 10, 2008

ASSIGNOR: BNP PARIBAS	
ASSIGNEE: ALLIED CAPITAL CORPORATION	
<i>Revolving Loan Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Revolving Loan Commitment assigned by Assignor and assumed by Assignee (\$8,571,428.57)	
Aggregate outstanding principal amount of Revolving Loans assigned by Assignor and assumed by Assignee	\$4,060,285.68
Accrued but unpaid interest from June 1, 2008 on Revolving Loans	\$10,584.05
Accrued but unpaid commitment fees on Revolving Loan Commitment of Assignor	\$686.93
<i>Tranche A-1 Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-1 Term Loan assigned by Assignor and assumed by Assignee	\$1,969,928.57
Accrued but unpaid interest from June 1, 2008 on Tranche A-1 Term Loans	\$5,116.34
<i>Tranche A-2 Term Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-2 Term Loan assigned by Assignor and assumed by Assignee	\$410,714.67
Accrued but unpaid interest from June 1, 2008 on Tranche A-2 Term Loans	\$1,066.72
<i>Tranche B Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche B Term Loan assigned by Assignor and assumed by Assignee (including PIK interest) x 0.70	\$4,089,374.58
Accrued but unpaid interest from April 1, 2008 on Tranche B Term Loans x 0.70	\$108,879.60
Total Payable to Assignor	\$10,656,637.14

ASSIGNOR: BNP PARIBAS	
ASSIGNEE: ALLIED CAPITAL CORPORATION	
<i>Letter of Credit Facility</i>	
Letter of Credit Commitment assigned by Assignor	\$1,000,000
Letter of Credit Commitment retained	\$0
Letters of Credit Outstanding	None
Letter of Credit Commitment assumed by Assignee	\$1,000,000

ASSIGNOR: COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. "RABOBANK INTERNATIONAL", NEW YORK BRANCH	
ASSIGNEE: ALLIED CAPITAL CORPORATION	
<i>Revolving Loan Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Revolving Loan Commitment assigned by Assignor and assumed by Assignee (\$8,571,428.57.)	
Aggregate outstanding principal amount of Revolving Loans assigned by Assignor and assumed by Assignee	\$4,060,285.69
Accrued but unpaid interest from June 1, 2008 on Revolving Loans	\$10,584.05
Accrued but unpaid commitment fees on Revolving Loan Commitment of Assignor	\$686.93
<i>Tranche A-1 Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-1 Term Loan assigned by Assignor and assumed by Assignee	\$1,969,928.57
Accrued but unpaid interest from June 1, 2008 on Tranche A-1 Term Loans	\$5,116.34
<i>Tranche A-2 Term Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-2 Term Loan assigned by Assignor and assumed by Assignee	\$410,714.67
Accrued but unpaid interest from June 1, 2008 on Tranche A-2 Term Loans	\$1,066.72
<i>Tranche B Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche B Term Loan assigned by Assignor and assumed by Assignee (including PIK interest) x 0.70	\$4,089,374.58
Accrued but unpaid interest from April 1, 2008 on Tranche B Term Loans x 0.70	\$108,879.60
Total Payable to Assignor	\$10,656,637.15

ASSIGNOR: LASALLE BANK NATIONAL ASSOCIATION	
ASSIGNEE: ALLIED CAPITAL CORPORATION	
<i>Revolving Loan Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Revolving Loan Commitment assigned by Assignor and assumed by Assignee (\$6,428,571.43)	
Aggregate outstanding principal amount of Revolving Loans assigned by Assignor and assumed by Assignee	\$3,045,214.26
Accrued but unpaid interest from June 1, 2008 on Revolving Loans	\$7,938.04
Accrued but unpaid commitment fees on Revolving Loan Commitment of Assignor	\$515.20
<i>Tranche A-1 Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-1 Term Loan assigned by Assignor and assumed by Assignee	\$1,477,446.43
Accrued but unpaid interest from June 1, 2008 on Tranche A-1 Term Loans	\$3,837.26
<i>Tranche A-2 Term Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-2 Term Loan assigned by Assignor and assumed by Assignee	\$308,036.01
Accrued but unpaid interest from June 1, 2008 on Tranche A-2 Term Loans	\$800.04
<i>Tranche B Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche B Term Loan assigned by Assignor and assumed by Assignee (including PIK interest) x 0.70	\$3,067,030.93
Accrued but unpaid interest from April 1, 2008 on Tranche B Term Loans x 0.70	\$81,659.70
Total Payable to Assignor	\$7,992,477.87

ASSIGNOR: HARRIS N.A.	
ASSIGNEE: ALLIED CAPITAL CORPORATION	
<i>Revolving Loan Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Revolving Loan Commitment assigned by Assignor and assumed by Assignee (\$6,428,571.43)	
Aggregate outstanding principal amount of Revolving Loans assigned by Assignor and assumed by Assignee	\$3,045,214.26
Accrued but unpaid interest from June 1, 2008 on Revolving Loans	\$7,938.04
Accrued but unpaid commitment fees on Revolving Loan Commitment of Assignor	\$515.20
<i>Tranche A-1 Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-1 Term Loan assigned by Assignor and assumed by Assignee	\$1,477,446.43
Accrued but unpaid interest from June 1, 2008 on Tranche A-1 Term Loans	\$3,837.26
<i>Tranche A-2 Term Facility</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche A-2 Term Loan assigned by Assignor and assumed by Assignee	\$308,036.01
Accrued but unpaid interest from June 1, 2008 on Tranche A-2 Term Loans	\$800.04
<i>Tranche B Term Loans</i>	
Percentage interest assigned by Assignor and assumed by Assignee	100%
Outstanding principal amount of Tranche B Term Loan assigned by Assignor and assumed by Assignee (including PIK interest) x 0.70	\$3,067,030.93
Accrued but unpaid interest from April 1, 2008 on Tranche B Term Loans x 0.70	\$81,659.70
Total Payable to Assignor	\$7,992,477.87

SCHEDULE 2
to
MASTER ASSIGNMENT AND ACCEPTANCE AND AGENT SUCCESSION AGREEMENT

List of Loan Documents

1. Second Amended and Restated Credit Agreement among Borrower, Holdings, the Lenders, Issuing Bank and Administrative Agent, dated as of September 29, 2006
2. Tranche A-1 Term Note from Borrower to BNPP, dated as of September 29, 2006
3. Tranche A-1 Term Note from Borrower to Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, dated as of September 29, 2006
4. Tranche A-1 Term Note from Borrower to LaSalle Bank National Association, dated as of September 29, 2006
5. Tranche A-1 Term Note from Borrower to Harris N.A., dated as of September 29, 2006
6. Tranche A-2 Term Note from Borrower to BNPP, dated as of September 29, 2006
7. Tranche A-2 Term Note from Borrower to Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, dated as of September 29, 2006
8. Tranche A-2 Term Note from Borrower to LaSalle Bank National Association, dated as of September 29, 2006
9. Tranche A-2 Term Note from Borrower to Harris N.A., dated as of September 29, 2006
10. Tranche B Term Note from Borrower to BNPP, dated as of September 29, 2006
11. Tranche B Term Note from Borrower to Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, dated as of September 29, 2006
12. Tranche B Term Note from Borrower to LaSalle Bank National Association, dated as of September 29, 2006
13. Tranche B Term Note from Borrower to Harris N.A., dated as of September 29, 2006
14. Revolving Note from Borrower to BNPP, dated as of September 29, 2006
15. Revolving Note from Borrower to Cooperatieve Centrale Raiffeisen-

Boerenleenbank B.A., "Rabobank International", New York Branch, dated as of September 29, 2006

16. Revolving Note from Borrower to LaSalle Bank National Association, dated as of September 29, 2006

17. Revolving Note from Borrower to Harris N.A., dated as of September 29, 2006

18. Second Amended and Restated Security Agreement among Borrower, Holdings and Subsidiary, dated as of September 29, 2006

19. Amended and Restated Intellectual Property Security Agreement by and between Borrower, Holdings and Subsidiary, dated as of September 29, 2006

20. Line of Credit Mortgage and Assignment of Rents, dated as of September 14, 2000, executed by Border Foods, Inc. in favor of BNPP, as Administrative Agent, with respect to a certain parcel of real property located in Dona Ana County, New Mexico, as amended by First Amendment to Line of Credit Mortgage and Assignment of Rents (New Mexico) dated as of November 17, 2003 and by Second Amendment to Line of Credit Mortgage and Assignment of Rents dated as of September 29, 2006

21. Line of Credit Mortgage and Assignment of Rents, dated as of September 14, 2000, executed by Border Foods, Inc. in favor of BNPP, as Administrative Agent, with respect to a certain parcel of real property located in Luna County, New Mexico, as amended by First Amendment to Line of Credit Mortgage and Assignment of Rents (New Mexico) dated as of November 17, 2003 and by Second Amendment to Line of Credit Mortgage and Assignment of Rents dated as of September 29, 2006

22. Subsidiary Guaranty, dated as of September 14, 2000, made by Associated Chile Holdings, Inc. in favor of the Secured Parties (as defined in the Credit Agreement) and the Consent, dated as of September 29, 2006, made by Associated Chile Holdings, Inc. with respect to such Subsidiary Guaranty

23. Intercompany Subordination Agreement, dated as of September 14, 2000, between Border Foods, Inc., Associated Chile Holdings, Inc. and BNPP and the Confirmation of Intercompany Subordination Agreement, dated as of September 29, 2006

24. Harris Trust & Savings Bank Swap Transaction Agreement, dated as of January 16, 2004, between Border Foods, Inc. and Harris Trust & Savings Bank, now known as Harris N.A.

25. Restricted Account Agreement, dated as of September 14, 2000, between Border Foods, Inc., Associated Chile Holdings, Inc., BNP Paribas and Wells Fargo Bank, Deming, NM, N.A.

26. Account Control Agreement, dated as of June 9, 2005, among Border Foods, Inc., BNP Paribas and Rabobank, NA

27. Landlord's Consent and Agreement made by and between Whitfield Enterprises, Border Foods, Inc. and BNPP, with respect to lease of premises in Las Cruces, New Mexico.
28. Landlord's Consent and Agreement made by and between Tharpe Enterprises, Border Foods, Inc. and BNPP, with respect to lease of premises in Las Cruces, New Mexico.
29. Landlord's Consent and Agreement made by and between Southwestern Irrigated Cotton Growers Association, Border Foods, Inc. and BNPP, with respect to lease of premises in Deming, New Mexico.
30. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to US Cold Growers Cold Storage, 3021 E. 44th Street – Area 4, Los Angeles, CA 90058.
31. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Nebraska Warehouse, 9100 F Street, Omaha, NE 68127.
32. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Ward Corporation of PA, 2nd Ave. & 8th st. Juanita, Altoona, PA 16601.
33. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to CSI Distribution, 1313 Samuels Avenue, Fort Worth, TX 76102.
34. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Holman Distribution Center of Washington, Inc., 22408 76th Avenue S, Kent, WA 98032.
35. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Mac Source, 101 Great SW Parkway, Atlanta, GA 30336.
36. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Pacific Coast Warehouse, 5125 Schaefer Avenue, Chino, CA 91710.
37. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to A J Logistics, 9040 Railwood, Houston, TX 77078.
38. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Star Distribution Systems, 2302 Henderson Way, Plant City, FL 33568.
39. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Sierra Pacific, 340 South First Street, Patterson, CA 95383.
40. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Central States, 3401 Lynch Creek Drive, Danville, IL 61832.
41. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Wilkerson Storage, 515 East 66th Street, Lubbock, TX 79404.
42. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to American Distribution Centers Building 01, 1415 S. 3200 West, Salt Lake City, UT 84104.

43. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Best Logistics, 6840 Navone Road, Stockton, CA 95215.
44. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Peppers Unlimited, 2821 E. Philadelphia, Suites B & C, Ontario, CA 91761.
45. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Crossroads Distribution, 701 East K Avenue, Temple, TX 76503.
46. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Vanask Warehouse Co., 6201 E. 42nd Avenue, Denver, CO 80216.
47. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Southwest Refrigeration, 12190 Rojas, El Paso, TX 79936.
48. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Broker Logistics, Inc., 1000 Hawkins Boulevard, El Paso, TX 79915.
49. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Collins Industrial Warehouse, 2810 S.W. 23rd Street, Oklahoma City, OK 79108.
50. Notice to Bailee of Security Interest in Inventory dated August 22, 2000 sent to Distribution Services (5), Carefree Industrial Park, 1600 N. State Route 291, Independence, MO 64058.
51. Notice to Bailee of Security Interest in Inventory dated August 28, 2000 sent to Southwest Storage & Distribution Company, One North 59th Avenue, Phoenix, AZ 85043.
52. Notice to Bailee of Security Interest in Inventory dated September 11, 2000 sent to Jacobson Warehouse Company, P.O. Box 224, Des Moines, Iowa 50301.
53. Notice to Bailee of Security Interest in Inventory dated September 19, 2000 sent to CS Integrated LLC, P.O. Box 840, Liberty Corner, NJ 07938.