

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great Western Co., LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Tec Chem Co., LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Movie Foods Co., LLC		01/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DDC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2808811	SUNGLO
Registration Number:	2817377	GREAT WESTERN PRODUCTS COMPANY
Registration Number:	2813133	GREAT WESTERN PRODUCTS COMPANY
Registration Number:	2844821	PREMIUM AMERICA
Registration Number:	2750456	
Registration Number:	2761853	SEÑOR CARLOS
Registration Number:	2285424	SEÑOR CARLOS

CORRESPONDENCE DATA

Fax Number: (202)408-3141

900125981

**TRADEMARK
 REEL: 003928 FRAME: 0073**

CH \$190.00 2808811

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	875256
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	02/02/2009

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

GREAT WESTERN CO., LLC
C/O Yankee Hill Capital Management, LLC
987 Pequot Avenue
Southport, CT 06890

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 1/2/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal

Address: COMMERCIAL LOAN SERVICE CENTER/ DDC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: USA Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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)

B. Trademark Registration No.(s)

SEE SCHEDULE 1

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: Corporation Service Company

Internal Address: 31st Floor

Street Address: 1133 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 875256

6. Total number of applications and registrations involved:

7

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

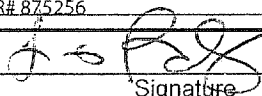
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

1/29/2009

Date

Luis Rodriguez

Name of Person Signing

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

11

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

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of January, 2009 by GREAT WESTERN CO., LLC, a Delaware limited liability company, TEC CHEM CO., LLC, a Delaware limited liability company, MOVIE FOODS CO., LLC, a Delaware limited liability company (each a "Grantor" and collectively "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders:

WITNESSETH

WHEREAS, Grantors and GREAT WESTERN PRODUCTS HOLDINGS, LLC, a Delaware limited liability company, have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the businesses symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations, Grantors hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms their prior grants pursuant to the Loan Agreement of a continuing security interest in Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or


dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantors hereby represent and warrant that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks and patents owned or registered to each Grantor as of the date of this Agreement.


[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.


GREAT WESTERN CO., LLC

By: 
Name: Peter Weinbach
Title: VICE CHAIRMAN AND SECRETARY

TEC CHEM CO., LLC

By: 
Name: Peter Weinbach
Title: VICE CHAIRMAN + SECRETARY

MOVIE FOODS CO., LLC

By: 
Name: Peter Weinbach
Title: VICE CHAIRMAN + SECRETARY

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Keith Moellering, Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 003928 FRAME: 0078

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GREAT WESTERN CO., LLC

By: _____
Name: _____
Title: _____

TEC CHEM CO., LLC

By: _____
Name: _____
Title: _____

MOVIE FOODS CO., LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent


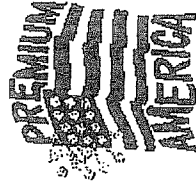
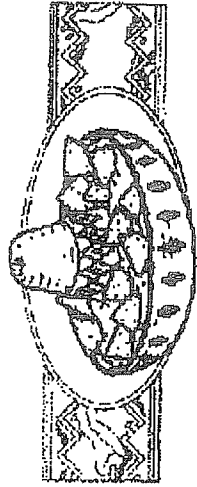
By: *Keith Moellering*
Name: Keith Moellering, Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]


TRADEMARK
REEL: 003928 FRAME: 0079

SCHEDULE 1

TRADEMARK REGISTRATIONS

Registration Number	Country	Issue or Filing Date	Description	Mark	Owner
2,808,811	USA	1/27/04	SUNGLO	[typed drawing]	Great Western Co., LLC
2,817,377	USA	2/24/04	Great Western Products Company (Logo)		Great Western Co., LLC
2,813,133	USA	2/10/04	Great Western Products Company (SM)	[typed drawing]	Great Western Co., LLC
2,844,821	USA	5/24/04	Premium America		Great Western Co., LLC
2,750,456	USA	8/12/03	Sombrero Design		Great Western Co., LLC

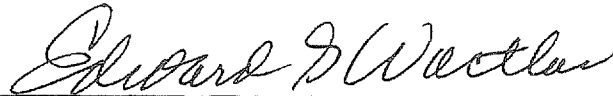
SCHEDULE -1

2,761,853	USA	9/9/03	SEÑOR CARLOS and design		Great Western Co., LLC
2,285,424	USA	10/12/99	SEÑOR CARLOS	SEÑOR CARLOS	Great Western Co., LLC

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW YORK : SS
COUNTY OF NASSAU :

On this 2nd of January, 2009, before me personally appeared Peter Weinbach, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of GREAT WESTERN CO., LLC, TEC CHEM CO., LLC, MOVIE FOODS CO., LLC, each a Delaware limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

EDWARD S. WACTLAR
NOTARY PUBLIC, State of New York
No. 31-9488950
Qualified in Nassau County
Commission Expires July 31, 20~~10~~

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 003928 FRAME: 0082

POWER OF ATTORNEY

GREAT WESTERN CO., LLC, TEC CHEM CO., LLC, and MOVIE FOODS CO., LLC (collectively "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Great Western Products Holdings, LLC and Grantors dated as of January 2, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.


Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

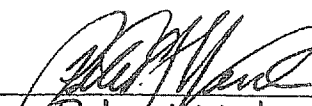
[SIGNATURE TO FOLLOW]

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

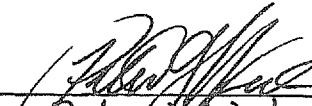
GREAT WESTERN CO., LLC

By: 
Name: Peter Kleinbach
Title: VICE CHAIRMAN + SECRETARY

TEC CHEM CO., LLC

By: 
Name: Peter Kleinbach
Title: VICE CHAIRMAN + SECRETARY

MOVIE FOODS CO., LLC

By: 
Name: Peter Kleinbach
Title: VICE CHAIRMAN + SECRETARY

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW YORK : SS
COUNTY OF NASSAU :

On this 2nd of January, 2009, before me personally appeared Peter Weinbach, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of GREAT WESTERN CO., LLC, TEC CHEM CO., LLC, MOVIE FOODS CO., LLC, each a Delaware limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public

My Commission Expires:

EDWARD S. WACTLAR
NOTARY PUBLIC, State of New York
No. 31-9488950
Qualified in Nassau County
Commission Expires July 31, 2010

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]