

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
Chef Solutions Inc.		11/06/2009	CORPORATION: DELAWARE
CS Distributors, Inc. of Ohio		11/06/2009	CORPORATION: OHIO
Orval Kend Food Company, Inc.		11/06/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Mistral Capital Management, LLC
Street Address:	650 Fifth Avenue
Internal Address:	31st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3024063	PREPARED FOR YOU
Registration Number:	1598796	BERNEA FARMS
Registration Number:	2302775	IT'S GRANDMA GOOD
Registration Number:	2305367	YODER'S
Registration Number:	1652522	ALEX
Registration Number:	0915984	BABS
Registration Number:	2357633	BISTRO '28 SALADS
Registration Number:	1601138	CHILLED SELECTIONS
Registration Number:	1864347	CITRUS SENSATIONS
Registration Number:	1927724	GREEN HILL
Registration Number:	1918189	GREEN HILL
Registration Number:	1423046	MRS. CROCKETT'S KITCHENS

OP \$890.00 3024063

900147280

**TRADEMARK
 REEL: 004093 FRAME: 0794**

Registration Number:	0971464	ORVAL KENT
Registration Number:	1422124	SIGNATURE
Registration Number:	1787279	SIGNATURE ENTREES ORVAL KENT
Registration Number:	1554907	SIGNATURE SALADS
Registration Number:	1791055	SIGNATURE SPECIALTIES ORVAL KENT
Registration Number:	1790900	SIGNATURE SALADS ORVAL KENT
Registration Number:	3235580	ORVAL KENT
Registration Number:	1254637	MICHIGAN
Registration Number:	0921213	MICHIGAN
Registration Number:	3429086	YODER'S IT'S GRANDMA GOOD!
Registration Number:	3456138	PREPARED FOR YOU
Registration Number:	3500541	FRESH TOSS
Registration Number:	3443419	RENO'S
Serial Number:	76684885	BISTRO 28
Registration Number:	3486855	BISTRO 28
Serial Number:	76685773	BISTRO 28
Registration Number:	3552467	FRESH CREATIVE FOODS
Registration Number:	3552460	FRESH CREATIVE FOODS
Registration Number:	3645300	FRESH CREATIVE FOODS AN EATING EXPERIENCE THAT TOUCHES THE HEART.
Registration Number:	3652946	BISTRO 28
Serial Number:	76691011	BISTRO 28
Registration Number:	3036156	CHEF SOLUTIONS
Registration Number:	2880003	CHEF SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (202)799-5144
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	365906-15
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/

TRADEMARK

REEL: 004093 FRAME: 0795

Date:

11/10/2009

Total Attachments: 18

source=mistral#page1.tif
source=mistral#page2.tif
source=mistral#page3.tif
source=mistral#page4.tif
source=mistral#page5.tif
source=mistral#page6.tif
source=mistral#page7.tif
source=mistral#page8.tif
source=mistral#page9.tif
source=mistral#page10.tif
source=mistral#page11.tif
source=mistral#page12.tif
source=mistral#page13.tif
source=mistral#page14.tif
source=mistral#page15.tif
source=mistral#page16.tif
source=mistral#page17.tif
source=mistral#page18.tif

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS MAY BE AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), DATED AS OF NOVEMBER 6, 2009, AMONG MISTRAL CAPITAL MANAGEMENT, LLC, CHEF SOLUTIONS INC., EACH OF THE AFFILIATES OF CHEF SOLUTIONS INC. IDENTIFIED ON THE SIGNATURE PAGES THEREOF AND WELLS FARGO FOOTHILL, INC., TO ALL SENIOR OBLIGATIONS (AS SUCH TERM IS DEFINED THEREIN); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 6, 2009, is made by Chef Solutions Inc., a Delaware corporation ("Chef Solutions"), CS Distributors, Inc. of Ohio, an Ohio corporation ("CS Distributors") and Orval Kent Food Company, Inc., a Delaware corporation ("Orval Kent" and together with Chef Solutions and CS Distributors, each individually an "Issuer" and individually and collectively, jointly and severally, the "Issuers"), CS Prepared Foods Holdings, LLC, a Delaware limited liability company ("Foods Holdings"), CS Distribution Holdings, LLC, a Delaware limited liability company ("Distribution Holdings" and together with Foods Holdings, each a "Holdco Guarantor" and individually and collectively, the "Holdco Guarantors") and each Domestic Subsidiary of the Holdco Guarantors identified as a "Guarantor" on the signature pages hereof (such Domestic Subsidiaries, together with the Holdco Guarantors, each individually a "Guarantor" and collectively the "Guarantors" and , together with the Issuers, each individually an "Obligor" and collectively, the "Obligors"), in favor of Mistral Capital Management, LLC, a Delaware limited liability company (the "Secured Party").

RECITALS

A. The Obligors and the Note Holder Group (as defined herein) have entered into that certain Securities Purchase and Security Agreement, dated as of November 6, 2009 (as amended, restated, modified, renewed or extended from time to time, the "Purchase Agreement"), pursuant to which (i) the Note Holder Group has agreed to make certain financial accommodations to the Issuers, (ii) the Guarantors have agreed to guaranty the repayment of the obligations of the Issuers to the Note Holder Group and (iii) the Obligors have granted to the Secured Party for the benefit of the Note Holder Group security interests in (among other things) all or substantially all of the general intangibles of the Obligors.

B. Pursuant to the Purchase Agreement, each of the Obligors has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any

other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Obligor hereby agrees in favor of the Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" means Mistral Capital Management, LLC, a Delaware limited liability company and its successors and assigns or such other representative appointed by the Required Holders (as defined in the Purchase Agreement) from time to time pursuant to Section 16 of the Purchase Agreement.

"Event of Default" means any Event of Default under the Purchase Agreement or any other Operative Document.

"Note Holder Group" means, individually and collectively, each of the Note Holders (as defined in the Purchase Agreement) and the Agent.

"Obligor" and "Obligors" shall have the meaning ascribed to such terms in the introductory paragraph of this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined in UCC Section 9-102(a)(64), all insurance proceeds, and all proceeds of Proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Obligor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Obligor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Registered" means issued, registered, renewed or the subject of a pending application.

"Secured Obligations" shall mean Obligations as defined in the Purchase Agreement.

"Secured Party" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation".

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Purchase Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Purchase Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Obligor and supplemental rights and remedies in favor of the Secured Party for the benefit of the Note Holder Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Purchase Agreement.

2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Obligor hereby grants to the Secured Party, for the benefit of the Note Holder Group, a continuing security interest, until terminated in accordance with Section 17 of this Agreement, in all of such Obligor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral");

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Obligor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Obligor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible, intellectual or other similar property of such Obligor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Obligors' business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Obligor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Purchase Agreement. This Agreement shall be fully incorporated into the Purchase Agreement and all understandings, agreements and provisions contained in the Purchase Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Purchase Agreement.

(d) Permitted Licensing. Anything in the Purchase Agreement or this Agreement to the contrary notwithstanding, each Obligor may grant licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of the Secured Party as Attorney-in-Fact. Each Obligor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party for the benefit of the Note Holder Group any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of (which shall be no less than a second lien position), or provide notice of the security interest in, or maintain, preserve or protect the Trademark Collateral held by the Secured Party for the benefit of the Note Holder Group and to accomplish the purposes of this Agreement. Each Obligor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as such Obligor's true and lawful attorney-in-fact with full power and authority (i) to sign the name of such Obligor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by the Secured Party for the benefit of the Note Holder Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Obligor, which the Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, provide notice of the security interest in the Trademark

Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) upon the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of such Obligor arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17. Notwithstanding anything to the contrary contained herein, the power of attorney set forth in this Section 3 shall not be exercisable until the occurrence and during the continuance of any Event of Default.

4. Representations and Warranties. Each Obligor jointly and severally makes the following representations and warranties to each member of the Note Holder Group which shall be true, correct and complete on and as of the date hereof (except to the extent that such representations and warranties relate solely to an earlier date in which case such representations and warranties shall be true, correct and complete on and as of such earlier date) and such representations and warranties shall survive the execution and delivery of this Agreement:

(a) No Other Trademarks. A true and correct list of all Registered Trademarks owned by such Obligor, in whole or part and material licenses of Trademarks entered into by such Obligor, is set forth in Schedule A.

(b) Validity. Except as otherwise set forth on Schedule A (with respect to pending opposition proceedings) each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of such Obligor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Such Obligor has rights in and good and defensible title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, such Obligor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Obligor not to sue third persons, and (iii) with respect to any Trademarks for which such Obligor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Obligor is not in default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Obligor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such

Obligor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. Except as otherwise set forth on Schedule A (with respect to pending opposition proceedings), to the best of each Obligor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Obligor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. Except as otherwise set forth on Schedule A (with respect to pending opposition proceedings), to the best of each Obligor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by such Obligor has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person.

(e) Powers. Each Obligor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of its Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) No Violation. The execution, delivery and performance by such Obligor of this Agreement do not violate any material provision of law or the articles of incorporation or by-laws of such Obligor or result in a breach of or constitute a default under any material contract, obligation, indenture or other instrument to which such Obligor is a party or by which such Obligor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of such Obligor, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Covenants. Each Obligor covenants that so long as this Agreement shall be in effect, such Obligor shall:

(a) Compliance with Law. Comply with all applicable statutory and regulatory requirements in connection with any and all of the Trademark Collateral and do all acts and take all measures which may be commercially reasonable to preserve, protect and maintain such Trademark Collateral and all of such Obligor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter;

(b) Compliance with Agreement. Comply with each of the terms and provisions of this Agreement, the Purchase Agreement, and the other Operative Documents, and not enter into any agreement (for example, a license agreement) which is inconsistent with the obligations of such Obligor under this Agreement without the Secured Party's prior written consent; and

(c) Lien Protection. Not permit the inclusion in any contract to which such Obligor becomes a party of any provision that could or might impair or prevent the creation of security interests in favor of the Secured Party, for the benefit of the Note Holder Group, in such Obligor's rights and interest in the Trademarks and the Trademark Collateral, and such Obligor will promptly give the Secured Party written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Obligor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations (other than indemnification obligations for which no claim has been made) shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part in accordance with Section 17, its interest in the Trademark Collateral, if and when any Obligor shall obtain rights to any new Registered Trademarks, or any reissue, renewal or extension of any Registered Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Obligor shall give to the Secured Party notice thereof promptly and, in any event, within ten (10) Business Days of the date of such Obligor obtaining such rights or becoming entitled to the benefits of such Registered Trademark. Each Obligor shall do all things reasonably deemed necessary or advisable by the Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. If any Obligor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in connection herewith, each Obligor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Obligor's behalf and as its attorney-in-fact to include any future Registered Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of the Secured Party and the Note Holder Group. Notwithstanding any provision contained in this Agreement, neither the Secured Party nor any other member of the Note Holder Group shall have a duty to exercise any of the rights, privileges or powers afforded to it, nor be responsible to the Obligors or any other Person for any failure to do so or delay in doing so. Except for the exercise of reasonable care to assure the safe custody of the Trademark Collateral in its possession and the accounting for monies actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark Collateral, except for gross negligence, willful misconduct or fraud conducted by the Secured Party, and shall be relieved of all responsibility for the Trademark Collateral upon surrendering it or tendering surrender of it to any Obligor. Without limiting the foregoing, the Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral in its possession if the Trademark Collateral is accorded treatment substantially equal to that which the Secured Party or any of its representatives accords its own property consisting of the type of the Trademark Collateral involved, it being understood that the Secured Party shall not have responsibility for taking any necessary steps (other than steps taken in accordance with the standard of care set forth above) to preserve rights against any parties with respect to any Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Purchase Agreement or any other Operative Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have all rights and remedies available to it under the Purchase Agreement, any other Operative Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Obligor hereby agrees that such rights and remedies include the right of the Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to UCC Section 9-610. Each Obligor hereby agrees that the Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Operative Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of the Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to the Trademark Collateral. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Party deems necessary in the name of any Obligor or the Secured Party, to enforce or protect any of the Trademark Collateral, in which event each Obligor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement. To the extent that the Secured Party shall elect not to bring suit to enforce such Trademark Collateral after the occurrence and during the continuance of an Event of Default, the applicable Obligor agrees to use reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person reasonably necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Obligors and the Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with Section 12 of the Purchase Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive the Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the Purchase Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as

provided in the Purchase Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of an original executed counterpart.

16. Purchase Agreement. Each Obligor acknowledges that the rights and remedies of the Secured Party held for the benefit of the Note Holder Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Purchase Agreement and all such rights and remedies are cumulative.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations (other than indemnification obligations for which no claim has been made), and the full and final termination of any commitment to extend any financial accommodations under the Purchase Agreement, this Agreement shall terminate, and the Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by the Obligors and at the Obligors' expense, as shall be reasonably necessary to evidence termination of the security interests granted by the Obligors to the Secured Party for the benefit of the Note Holder Group.

[Signature page follows]

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

OBLIGORS:

ISSUERS:

CHIEF SOLUTIONS INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

CS DISTRIBUTORS, INC. OF OHIO,
an Ohio corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

ORVAL KENT FOOD COMPANY, INC.,
a Delaware corporation

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

GUARANTORS:

CS PREPARED FOODS HOLDINGS, LLC,
a Delaware limited liability company

By: Susan K. Sarb
Name: SUSAN K. SARB
Title: CFO

{Signature page to Trademark Security Agreement}

ORVAL KENT FOOD COMPANY OF LINARES, INC.,
a Delaware corporation

By: Susan K. Sade
Name: Susan K. Sade
Title: CEO

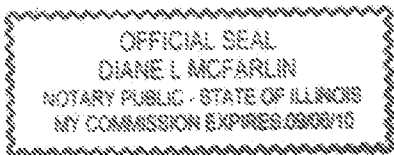
CS DISTRIBUTION HOLDINGS, LLC,
a Delaware limited liability company

By: Susan K. Sade
Name: Susan K. Sade
Title: CEO

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On Nov. 6 2009, before me, Diane L. McFarlin, Notary Public, personally appeared Susan K. Sade, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Signature

[SEAL]

{Signature Page to Trademark Security Agreement}

SECURED PARTY:

MISTRAL CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company

By: _____

[Handwritten Signature]
Name: Robert Hartz
Title: Managing Director








[Signature page to Trademark Security Agreement]


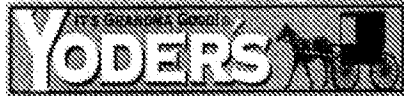




SCHEDULE A
to the Trademark Security Agreement

U.S. Federal and State Trademark Registrations and Applications

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.	PREPARED FOR YOU	US	3024063
Orval Kent Food Company, Inc.	BERNEA FARMS	US	1598796
Orval Kent Food Company, Inc.	ITS GRANDMA GOOD	US	2302775
Orval Kent Food Company, Inc.	YODER'S	US	2305367
I&K Distributors, Inc.		Ohio	TM13075
Orval Kent Food Company, Inc.		California	62227
Orval Kent Food Company, Inc.		US	1652522
Orval Kent Food Company, Inc.	BABS	US	915984
Orval Kent Food Company, Inc.		US	2357633
Orval Kent Food Company, Inc.	<i>Chilled Selections</i>	US	1601138
Orval Kent Food Company, Inc.	CITRUS SENSATIONS	US	1864347
Orval Kent Food Company, Inc.	GREEN HILL	US	1927724


EASTV42602737.2

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.		US	1918189
Orval Kent Food Company, Inc.	MRS. CROCKETT'S KITCHENS	US	1423046
Orval Kent Food Company, Inc.		US	971464
Orval Kent Food Company, Inc.		Illinois	044103
Orval Kent Food Company, Inc.	SIGNATURE	US	1422124
Orval Kent Food Company, Inc.		US	1787279
Orval Kent Food Company, Inc.	SIGNATURE SALADS	US	1554907
Orval Kent Food Company, Inc.		US	1790900
Orval Kent Food Company, Inc.		US	1791055
Orval Kent Food Company, Inc.		US	3235580

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.		US	1254637
Orval Kent Food Company, Inc.	Michigan	US	921213
Orval Kent Food Company, Inc.		US	3429086
Orval Kent Food Company, Inc.		US	3456138
Orval Kent Food Company, Inc.	FRESH TOSS	US	3500541
Orval Kent Food Company, Inc.		US	3443419
Orval Kent Food Company, Inc.		US	76/684885
Orval Kent Food Company, Inc.		US	3486855
Orval Kent Food Company, Inc.	BISTRO 28	US	76/685773

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.	FRESH CREATIVE FOODS	US	3552467
Orval Kent Food Company, Inc.	<i>Fresh Creative Foods</i>	US	3552460
Orval Kent Food Company, Inc.		US	3645300
Orval Kent Food Company, Inc.		US	3652946
Orval Kent Food Company, Inc.		US	76/691011
Chef Solutions, Inc.	CHEF SOLUTIONS	US	3036156
Chef Solutions, Inc.		US	2880003

Foreign Trademark Registrations

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.	DELIMATES	Canada	TMA 545792
Orval Kent Food Company, Inc.	SALAD JUNIORS	Canada	TMA 560443
Orval Kent Food Company, Inc.		Canada	TMA324146

Owner	Trademark	Country/ State	Serial No./ Registration No.
Orval Kent Food Company, Inc.		Canada	1406150

Trademark Licenses

Trademark License Agreement by and between Fish House Foods, Inc. (as licensor) and Orval Kent Food Company, Inc. (as licensee) dated as of November 2005.

Trademark License Agreement by and between Skico, Inc. (as licensor) and Orval Kent Food Company, Inc. (as licensee) dated as of September 11, 2006.