

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Countryside Foods, LLC		11/18/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 E. Ninth Street, F1 13 OH2-5402		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	national banking association:		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3493627	COPPERWOOD KITCHENS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(513)651-6981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-651-6800		
Email:	squimby@fbtlaw.com		
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	2200 PNC Center, 201 East Fifth Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	0107842/0570886		
NAME OF SUBMITTER:	Samantha M. Quimby		
Signature:	/samantha m quimby/		
Date:	01/05/2010		

OP \$40.00 3493627

Total Attachments: 5

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## **PLEDGE AND SECURITY AGREEMENT**

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Security Agreement") is entered into as of November 18, 2009 by and between COUNTRYSIDE FOODS, LLC, a Delaware limited liability company, and COPPERWOOD KITCHENS, LLC, a Delaware limited liability company (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### PRELIMINARY STATEMENT

The Grantors, the Administrative Agent, the Loan Parties and the Lenders are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Credit Agreement"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to COUNTRYSIDE FOODS, LLC (the "Borrower") under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

### **ARTICLE I DEFINITIONS**

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

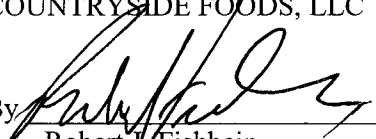
"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Deposit Account" shall have the meaning set forth in Section 7.1(a).


IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

COUNTRYSIDE FOODS, LLC

By   
Robert J. Fishbein  
President

COPPERWOOD KITCHENS, LLC

By   
Robert J. Fishbein  
President

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By \_\_\_\_\_  
Matthew A. Brewer  
Assistant Vice President

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:

COUNTRYSIDE FOODS, LLC

By \_\_\_\_\_  
Robert J. Fishbein  
President

COPPERWOOD KITCHENS, LLC

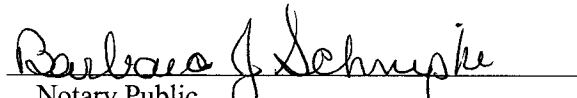
By \_\_\_\_\_  
Robert J. Fishbein  
President

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By Matthew A. Brewer  
Matthew A. Brewer  
Assistant Vice President

STATE OF OHIO )  
 ) SS  
COUNTY OF ALLEN )

The foregoing instrument was acknowledged before me this 18 day of November, 2009, by Robert J. Fishbein, President of Countryside Foods, LLC, on behalf of said limited liability company.

  
Notary Public

My commission expires:

STATE OF OHIO )  
 ) SS  
COUNTY OF ALLEN )

The foregoing instrument was acknowledged before me this 18 day of November, 2009, by Robert J. Fishbein, President of Copperwood Kitchens, LLC, on behalf of said limited liability company.

  
Notary Public

My commission expires:

**EXHIBIT D**

(See Section 3.10 and 3.11 of Security Agreement)

**INTELLECTUAL PROPERTY RIGHTS**

<u>Trademark Holder</u>	<u>Registered Trademark and Country of Registration</u>	<u>Registration Number</u>
Countryside Foods, LLC	Copperwood Kitchens	U.S. 3,493,627