

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
Tampa Maid Foods, Inc.		04/29/2011	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	600 Peachtree Street, NE
Internal Address:	13th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85060150	SHRIMPTEAZERS
Serial Number:	85060149	CRABTEAZERS
Registration Number:	2892938	TROPIC ISLE
Serial Number:	75792428	TAMPA MAID SHRIMP BEER' N BATTER MADE WITH GENUINE DRAFT BEER
Serial Number:	75265269	DIPT'N DUSTED
Serial Number:	74633580	SHRIMPJAMMERS
Serial Number:	74451895	CAP'N JOE
Serial Number:	74259367	TAMPA MAID
Serial Number:	74259256	SEA SQUIRE
Serial Number:	73207284	BUCCANEER
Serial Number:	73080933	KITCHEN READY
Serial Number:	72277107	KITCHEN READY

OP \$315.00 85060150

CORRESPONDENCE DATA

Fax Number: (404)572-5100

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

Email: mrussell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	11993.015001
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	06/09/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2011, by TAMPA MAID FOODS, INC. (“Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

Witnesseth:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 29, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the banks and other financial institutions from time to time parties thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Amended and Restated Security and Pledge Agreement, dated as of April 29, 2011, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grants of Security Interests in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the “*Trademark Collateral*”):

- (a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

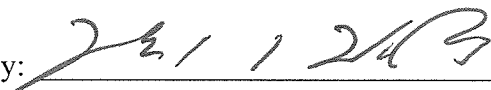
The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

TAMPA MAID FOODS, INC.,
as Grantor

By: 
Name: Michael L Watkins
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

TAMPA MAID FOODS, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Anne Zeschke
Title: Vice President

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

Filing Date	Serial Number	Mark	Registration Number	Country	Owner
06/10/2010	85060150	SHRIMPTEAZERS	n/a	U.S.	Tampa Maid Foods, Inc.
06/10/2010	85060149	CRABTEAZERS	n/a	U.S.	Tampa Maid Foods, Inc.
10/08/2003	7655079	TROPIC ISLE	2892938	U.S.	Tampa Maid Foods, Inc.
09/03/1999	75792428	TAMPA MAID SHRIMP BEER' N BATTER MADE WITH GENUINE DRAFT BEER	2357744	U.S.	Tampa Maid Foods, Inc.
03/27/1997	75265269	DIPT'N DUSTED	2205002	U.S.	Tampa Maid Foods, Inc.
02/13/1995	74633580	SHRIMP JAMMERS	1966544	U.S.	Tampa Maid Foods, Inc.
10/29/1993	74451895	CAP'N JOE	1865893	U.S.	Tampa Maid Foods, Inc.
03/26/1992	74259367	TAMPA MAID	1771655	U.S.	Tampa Maid Foods, Inc.
03/26/1992	74259256	SEA SQUIRE	1770239	U.S.	Tampa Maid Foods, Inc.
03/14/1979	73207284	BUCCANEER	1233772	U.S.	Tampa Maid Foods, Inc.
03/19/1976	73080933	KITCHEN READY	1053693	U.S.	Tampa Maid Foods, Inc.
07/31/1967	72277107	KITCHEN READY	0844240	U.S.	Tampa Maid Foods, Inc.

B. TRADEMARK APPLICATIONS

None.