

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Home Market Foods, Inc.		10/19/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BMO Harris Bank N.A.
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	2742969	COOKED PERFECT
Registration Number:	2537356	FAMILY BUFFET
Registration Number:	3037363	FREEZER QUEEN
Registration Number:	3031287	FREEZER QUEEN
Registration Number:	2261730	HOME MARKET
Registration Number:	2133013	HOMESTYLE TASTE YOU CAN TRUST
Registration Number:	2937582	PAPA LUIGI
Registration Number:	2400643	ROLLERBITES
Registration Number:	2054194	SAUSAGETIZERS
Registration Number:	2782711	SAVOR THE ORIENT IN MINUTES
Registration Number:	4036164	NEW ENGLAND'S FAVORITE GAMEDAY MEATBALL!
Registration Number:	3015848	ROLLERWRAPS
Serial Number:	85226444	BOLDER
Serial Number:	85226475	BOLDER BITES

**CH \$515.00 2742969**

Serial Number:	85108966	COOKED PERFECT MEATBALL MADNESS
Serial Number:	85253014	EASY BITES
Serial Number:	85104208	HOT STARTERS
Serial Number:	77436955	ROLLERBURGER
Serial Number:	85424313	ROLLER BITES SLAMMERZ BITE SIZE, BIG FLAVOR!
Serial Number:	77641522	WHAT GOES AROUND . . . TASTES INCREDIBLE

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
Phone: (312) 845-3430  
Email: kalwa@chapman.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1969781
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	10/20/2011

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 19th day of October, 2011, Home Market Foods, Inc., a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 140 Morgan Drive, Norwood, Massachusetts 02062 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

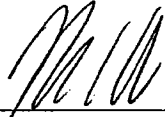
to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOME MARKET FOODS, INC.

By   
Name: Wesley Atamian  
Title: President

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name  
Title

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOME MARKET FOODS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By Manuel J. Diaz  
Name Manuel J. Diaz  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
COOKED PERFECT	2742969	29-Jul-2003
FAMILY BUFFET	2537356	05-Feb-2002
FREEZER QUEEN	3037363	03-Jan-2006
FREEZER QUEEN (& Design)	3031287	20-Dec-2005
HOME MARKET	2261730	13-Jul-1999
HOMESTYLE TASTE YOU CAN TRUST	2133013	27-Jan-1998
PAPA LUIGI	2937582	05-Apr-2005
ROLLERBITES	2400643	31-Oct-2000
SAUSAGETIZERS (& Design)	2054194	22-Apr-1997
SAVOR THE ORIENT IN MINUTES	2782711	11-Nov-2003
NEW ENGLAND'S FAVORITE GAMEDAY MEATBALL!	4,036,164	04-Oct-2011
ROLLERWRAPS	3,015,848	15-Nov-2005

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
BOLDER	85/226,444	26-Jan-2011
BOLDER BITES	85/226,475	26-Jan-2011
COOKED PERFECT MEATBALL MADNESS	85/108,966	17-Aug-2010
EASY BITES	85/253,014	28-Feb-2011
HOT STARTERS	85/104,208	10-Aug-2010
ROLLERBURGER	77/436,955	01-Apr-2008
SLAMMERZ Logo	85/424,313	16-Sep-2011
WHAT GOES AROUND...TASTES INCREDIBLE	77/641,522	30-Dec-2008