

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lettieri's, LLC		12/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	280 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3796046	BREAKFAST STACKERS
Registration Number:	3071598	BUENOS AMIGOS
Registration Number:	2556006	HANDI-BAKES
Registration Number:	2133719	HERITAGE BAKERY
Registration Number:	2915735	LETTIERI'S
Registration Number:	3568233	LETTIERI'S
Registration Number:	3606651	LETTIERI'S
Registration Number:	3606650	LETTIERI'S FOOD TO GO
Registration Number:	3606913	LETTIERI'S FOOD TO GO
Registration Number:	3606639	LETTIERI'S FOOD TO GO
Registration Number:	3606908	LETTIERI'S FOOD TO GO
Registration Number:	3881084	LETTIERI'S FOOD TO GO MARKET SELECTS
Registration Number:	2765914	STUFFED BAGUETTE
Registration Number:	3478402	STUFFED BREAD STIX

OP \$465.00 3796046

TRADEMARK

Registration Number:	3794834	TRAVELER'S CAFE
Registration Number:	3729284	TUTTO GUSTO
Registration Number:	2928391	WRAP-DOGS!
Serial Number:	85227105	PIZZA STUFFER

CORRESPONDENCE DATA

Fax Number: (612)332-9081

Phone: 612/371-5395

Email: rerickson@merchantgould.com

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

Correspondent Name: Gregory C. Golla

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	11503.00000011
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NAME OF SUBMITTER:	Gregory C. Golla
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Signature:	/gcg/
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Date:	12/29/2011
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT (SECOND LIEN)

29, 2011 (this "Trademark Security Agreement"), is entered into by Lettieri's, L.L.C., a Delaware LLC ("Grantor"), in favor of Ares Capital Corporation (successor to Allied Capital Corporation), a Maryland corporation, in its capacity as Administrative Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Second Amended and Restated Second Lien Credit Agreement, dated as of December 31, 2006 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement"), by and among the Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC), HSF Acquisition Company, LLC (f/k/a KOFS Acquisition Company, LLC), a Delaware limited liability company ("HSF Holdings"), and the lenders from time to time party thereto (the "Lenders") pursuant to which, among other things, the Lenders have agreed to make loans or otherwise to extend credit to Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC) and Grantor upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of February 2, 2006, among Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC), HSF Holdings, the other grantors party thereto and the Secured Party (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC) has granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral of Orion Food Systems, L.L.C. (formerly known as Hot Stuff Foods, LLC) and Grantor, including without limitation the Trademarks, the Trademark Licenses, trademark applications and all other related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule A attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

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

GRANTOR:

LETTIERI'S, L.L.C.

By: Steve Watkins
Name: STEVE WATKINS
Title: CFO

ACCEPTED:

ARES CAPITAL CORPORATION, as Secured Party

By: _____
Name:
Title:

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

GRANTOR:

LETTIERI'S, L.L.C.

By: Steve Watt
Name: STEVE WATKINS
Title: CFO

ACCEPTED:

ARES CAPITAL CORPORATION, as Secured Party

By: Mark Affolter
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE A

TRADEMARKS

UNITED STATES

Mark Name	Design	Cur. App. #	Curr. App. Date	Cur. Reg. #	Cur. Reg. Date
BREAKFAST STACKERS	Words Only	77/237046	07/24/2007	3796046	06/01/2010
BUENOS AMIGOS	Words Only	76/613384	09/27/2004	3071598	03/21/2006
HANDI-BAKES	Words Only	76/303821	08/23/2001	2556006	04/02/2002
HERITAGE BAKERY	Words Only	75/045035	01/05/1996	2133719	02/03/1998
LETTIERI'S	Words Only	76/541270	08/19/2003	2915735	01/04/2005
LETTIERI'S	Words Only	77/203111	06/11/2007	3568233	01/27/2009
LETTIERI'S (AND DESIGN)	See Below	77/203130	06/11/2007	3606651	04/14/2009
LETTIERI'S FOOD TO GO	Words Only	77/203120	06/11/2007	3606650	04/14/2009
LETTIERI'S FOOD TO GO	Words Only	77/311771	10/24/2007	3606913	04/14/2009
LETTIERI'S FOOD TO GO (AND DESIGN)	See Below	77/199504	06/06/2007	3606639	04/14/2009
LETTIERI'S FOOD TO GO (AND DESIGN)	See Below	77/309980	10/22/2007	3606908	04/14/2009
LETTIERI'S FOOD TO GO MARKET SELECTS (AND DESIGN)	See Below	77/796697	08/04/2009	3881084	11/23/2010
PIZZA STUFFER	Words Only	85/227105	01/26/2011		
STUFFED BAGUETTE	Words Only	76/439041	08/09/2002	2765914	09/16/2003
STUFFED BREAD STIX	Words Only	77/262491	08/23/2007	3478402	07/29/2008
TRAVELLER'S CAFE	Words Only	77/771310	06/30/2009	3794834	05/25/2010
TUTTO GUSTO	Words Only	77/469406	05/08/2008	3729284	12/22/2009
WRAP-DOGS!	Words Only	76/566732	12/15/2003	2928391	02/22/2005

