

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
INDO-EUROPEAN FOODS, INC.		08/01/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	NORTHSTAR MEZZANINE PARTNERS V L.P.
Street Address:	45 SOUTH 7TH STREET
Internal Address:	2310 PLAZA VII
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2916981	AL MANARA
Registration Number:	1950496	INDO-EUROPEAN
Registration Number:	2151305	MOOMTAZ
Registration Number:	2071604	MOOMTAZ
Registration Number:	2509363	PEPPETIZER
Registration Number:	2103163	POLI-KALA
Registration Number:	3022427	POLI-KALA
Registration Number:	1935056	ZERGUT
Registration Number:	3123405	ZERGUT

CORRESPONDENCE DATA

Fax Number: 6129778650
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 612-977-8483

Email: sbourdaux@briggs.com
Correspondent Name: Sarina Bourdaux, Paralegal
Address Line 1: 80 South Eighth Street
Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33324.85
NAME OF SUBMITTER:	Marcus A. Ploeger, Esq.
Signature:	/MARCUS A. PLOEGER, ESQ./
Date:	08/01/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Dated: August 1, 2012

WHEREAS, INDO-EUROPEAN FOODS, INC., a California corporation (“Grantor”), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS V L.P., a Delaware limited partnership (together with its successors and assigns, “Grantee”), are parties to a Note Purchase Agreement, dated as of August 1, 2012 (as the same may be amended and in effect from time to time, the “Note Purchase Agreement”), providing for the purchase by Grantee from Grantor of a promissory notes in the aggregate original principal amount of \$8,000,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of August 1, 2012 by and between Grantor and Grantee (as said agreement may be amended and in effect from time to time, the “Security Agreement”), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (that term used herein as defined in the Security Agreement) and Trademark Licenses (that term used herein as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the prompt and complete payment, performance and observance of all obligations and liabilities of Grantor under the Note Purchase Agreement and the other Credit Documents, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) each Trademark of Grantor (other than any “intent-to-use” Trademark application), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License of Grantor, including, without limitation, the Trademark Licenses referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any

Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

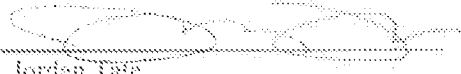
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby 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.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR:

INDO-EUROPEAN FOODS, INC.,
a California corporation

By: 
Name: Jordan Title
Title: Chairman of the Board

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: _____
Name: Scott L. Becker
Title: Managing Partner

[Signature Page to Trademark Security Agreement]

JH9843

TRADEMARK
REEL: 004834 FRAME: 0059

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the day and year first above written.

GRANTOR: INDO-EUROPEAN FOODS, INC.,
a California corporation

By: _____
Name: Jordan Tate
Title: Chairman of the Board

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS V L.P.,
a Delaware limited partnership

By: Northstar Capital, LLC
Its General Partner

By: 
Name: Scott L. Becker
Title: Managing Partner

[Signature Page to Trademark Security Agreement]

**Schedule 1 to
Trademark Security Agreement**

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE	FIRST USE	GOODS
Al Manara	U.S. Reg. 2916981 76/541697	1/11/2005	1/11/2011	Charcoal briquettes
Indo-European & Design	U.S. Reg. 1950496 74/559655	1/23/1996	1/23/2002	Dried and canned vegetables, canned fruits, edible oils and pimientos, processed grains, rice, flour, etc.
Moomtaz	U.S. Reg. 2151305 75/108353	4/4/1998	4/14/2004	Dairy products, excluding ice cream and frozen yogurt
Moomtaz	U.S. Reg. 2071604 75/108493	6/17/1997	6/17/2003	Fruit preserves, pickles, processed peppers, and vegetable-based spreads
Peppetizer	U.S. Reg. 2509363 76/098279	11/20/2001	11/20/2007	Appetizers made from roasted peppers and other vegetables
Poli-Kala	U.S. Reg. 2103163 75/162738	10/7/1997	10/7/2003	Pickles, olives and olive oil
Poli-Kala	U.S. Reg. 3022427 76/549329	12/6/2005	12/6/2011	Cheese, fruit preserves, dairy products, excluding ice cream, ice milk and frozen yogurt
Zergut	U.S. Reg. 1935056 74/559378	11/14/1995	11/14/2001	Cooked fruits and vegetables, jellies, jams, fruit preserves and pickles
Zergut	U.S. Reg. 3123405 78/686011	8/1/2006	8/1/2012	Dairy products, excluding ice cream, ice milk and frozen yogurt; and cheese

TRADEMARK APPLICATIONS

MARK	APP. NO.	DATE	FIRST USE	GOODS/SERVICES

TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES	DATE OF AGREEMENT

COMMON LAW TRADEMARKS

MARK	APP. NO.	DATE	FIRST USE	GOODS/SERVICES

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