

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
Atalanta Corporation		02/15/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1465693	ADRIATIC
Registration Number:	532855	ATALANTA
Registration Number:	2248295	CASA DIVA
Registration Number:	1623834	CELEBRITY
Registration Number:	774231	CELEBRITY BRAND
Registration Number:	713933	CELEBRITY BRAND
Registration Number:	2957047	CELEBRITY INTERNATIONAL
Registration Number:	872277	CONGA
Registration Number:	962953	CSARDAS BRAND
Registration Number:	921239	DEL DESTINO
Registration Number:	1780873	EUROPA
Registration Number:	2259628	FULL CUT
Registration Number:	1336974	JAMON

CH \$690.00 1465693

Registration Number:	1238698	LANTIA
Registration Number:	2461874	MAZUREK
Registration Number:	2659421	MERMAID BRAND
Registration Number:	2147777	MILL DANCE BRAND
Registration Number:	2189898	NORDIC PRIDE
Registration Number:	3017140	PIC-HAM
Registration Number:	1267315	PIGGY-BACK PACK
Registration Number:	2471384	POLONAISE
Registration Number:	2338728	ROYAL MAHOUT
Registration Number:	2502161	SIBIU
Registration Number:	1344833	WHITE CROWN
Registration Number:	1344832	WHITE CROWN
Registration Number:	1658336	ZERTO
Serial Number:	78580501	CHEVRELAIT BRAND

CORRESPONDENCE DATA

Fax Number: (214)855-4300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2148554775
Email: awalker@jenkens.com
Correspondent Name: Andrea Walker
Address Line 1: 1445 Ross Avenue
Address Line 2: Suite 3700
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	14399-54 RABOBANK/ATALANT
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	02/28/2006

Total Attachments: 5
source=14399-54 atalanta tm sec agmt#page1.tif
source=14399-54 atalanta tm sec agmt#page2.tif
source=14399-54 atalanta tm sec agmt#page3.tif
source=14399-54 atalanta tm sec agmt#page4.tif
source=14399-54 atalanta tm sec agmt#page5.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, ATALANTA CORPORATION, a New York 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 COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK INTERNATIONAL", NEW YORK BRANCH, as agent for itself and certain other parties (in its capacity as agent, together with its successors in such capacity, the "Secured Party") are parties to a Credit Agreement dated as of February 15, 2006 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of February 15, 2006 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, certain other parties and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (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 Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party 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:

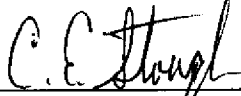
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; 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 or Trademark registration 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, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party 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.

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

ATLANTA CORPORATION

By: 
Charles Stough, Chief Financial Officer

Schedule 1
to Trademark
Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	ADRIATIC	1,465,693	4/23/1985	11/17/2007	Processed Fish, Processed Pepper, Jams, Fruits in Syrup, Pickles and Fruit Syrups Used as Toppings, namely, Raspberry, Blackberry, Black Currant, Orange, and Sour Cherry
Atalanta Corp.	United States	ATALANTA	532,855	6/6/1949	2/26/2011	Canned Ham
Atalanta Corp.	United States	CASA DIVA	2,248,295	9/24/1997	5/25/2009	Processed Meats, Ham and Olive Oil
Atalanta Corp.	Canada	CELEBRITY	TMA181,778	4/15/1971	3/10/2012	Meat Products, namely, canned, frozen and prepared meats; canned and frozen fish and shellfish; frozen froglegs; cheese, canned mushrooms and canned fruit
Atalanta Corp.	Portugal	CELEBRITY	102,315			
Atalanta Corp.	United States	CELEBRITY & Design	1,623,834	8/10/1989	9/26/2011	Processed meats, canned and frozen fish and shellfish, frogs legs, cheese, canned vegetables, canned fruit, jams and jellies, canned ham, sardines and anchovies
Atalanta Corp.	United States	CELEBRITY BRAND	774,231	5/27/1963	9/16/2014	Meat, frozen fish, cheese, etc.
Atalanta Corp.	United States	CELEBRITY BRAND	713,933	5/9/1960	8/11/2011	Sardines and anchovies
Atalanta Corp.	United States	CELEBRITY INTERNATIONAL	2,957,047	10/30/2003	5/31/2015	Cheese

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	Canada	CELEBRITY INTERNATIONAL	TMA636,121	11/5/2003	3/24/2015	Cheese
Atalanta Corp.	United States	CHEVRELAIT BRAND	78/580,501	3/4/2005		Cheese
Atalanta Corp.	United States	CONGA	872,277	5/16/1968	7/1/2009	Meat products, namely, cooked ham, luncheon meat, pork shoulder picnic and salami sausage
Atalanta Corp.	United States	CSARDAS & DESIGN	962,953	2/10/1972	9/29/2013	Ham and other meat products
Atalanta Corp.	United States	DEL DESTINO	921,239	11/20/1970	2/13/2012	Canned tomatoes and tomato puree
Atalanta Corp.	United States	EUROPA	1,780,873	9/6/1991	12/04/2013	Fruit preserves
Atalanta Corp.	United States	FULL CUT (Design)	2,259,628	8/17/1998	7/6/2009	Turkey
Atalanta Corp.	United States	JAMON & DESIGN	1,336,974	9/26/1983	5/21/2015	Cooked ham
Atalanta Corp.	United States	LANTIA	1,238,698	6/11/1981	5/17/2013	Wine
Atalanta Corp.	United States	MAZUREK & DESIGN	2,461,874	5/19/2000	6/19/2011	Ham
Atalanta Corp.	United States	MERMAID BRAND & DESIGN	2,659,421	10/13/2000	12/10/2012	Processed Meats
Atalanta Corp.	United States	MILL DANCE BRAND	2,147,777	4/28/1997	3/31/2008	Cheese
Atalanta Corp.	United States	NORDIC PRIDE	2,189,898	1/13/1997	9/15/2008	Ham and Processed Meat
Atalanta Corp.	United States	PIC-HAM	3,017,140	10/13/2000	11/22/2015	Pork Shoulder Picnic and Ham
Atalanta Corp.	United States	PIGGY-BACK PACK	1,267,315	4/5/1982	4/5/2014	Sliced Ham and Cheese
Atalanta Corp.	United States	POLONAISE	2,471,384	3/31/2000	7/24/2011	Processed Meats, Canned Frozen and Prepared Meats, Canned and Frozen Fish and

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Atalanta Corp.	United States	ROYAL MAHOUT (Design)	2,338,728	7/1/1999	4/4/2010	Shellfish; Cheese, Canned Fruit, Canned Vegetables
Atalanta Corp.	United States	SIBIU	2,502,161	10/13/2000	10/30/2011	Rice
Atalanta Corp.	United States	WHITE CROWN	1,344,833	2/8/1984	6/25/2015	Processed Meats
Atalanta Corp.	United States	WHITE CROWN & DESIGN	1,344,832	2/15/1984	6/25/2015	Pork Shoulder Picnic, Canned Pineapple, Cooked Ham, Canned Mushrooms, Corned Beef and Luncheon Meat
Atalanta Corp.	United States	ZERTO	1,658,336	5/24/1990	12/7/2011	Pork Shoulder Picnic, Canned Pineapple, Cooked Ham, Canned Mushrooms, Corned Beef and Luncheon Meat
Atalanta Corp.	Canada	ZERTO	TMA621,641	2/2/2004	10/4/2014	Cheese and Pepperoni
Atalanta Corp.	Canada	ZERTO & Design	TMA471,394	5/5/1995	2/20/2007	Cheeses, Pepperoni and Boneless Prosciutto Ham; Cheese and Pepperoni

TRADEMARK LICENSES	
Name of Agreement	Date of Agreement
Parties	
NONE	