

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Food Groups, Inc.		04/24/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A., a National Banking Association
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1517319	FIELD
Registration Number:	1515604	FIELD
Registration Number:	3579977	FIELD
Registration Number:	1515601	FIELD FRESH
Registration Number:	2314703	KENTUCKIAN
Registration Number:	2311981	KENTUCKIAN GOLD
Registration Number:	2453981	KENTUCKY LEGEND
Registration Number:	2731160	KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED
Registration Number:	3579948	QUALITY & GOODNESS YOU CAN TRUST
Registration Number:	1983964	THE BEST . . . NATURALLY!

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900132781

**TRADEMARK
 REEL: 003978 FRAME: 0012**

CH \$265.00 1517319

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

974080-015

NAME OF SUBMITTER:

Jean Paterson

Signature:

/Jean Paterson/

Date:

04/28/2009

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 24th day of April, 2009, Specialty Food Groups, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 603 Pilot House Drive, 4th Floor, Newport News, Virginia 23606, 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 Harris N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party 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 Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, 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 Secured Party 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 Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the 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 Secured Party 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.

SPECIALTY FOOD GROUPS, INC.

By Steven P. Wright
Name Steven P. Wright
Title Chief Financial Officer

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

HARRIS 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.

SPECIALTY FOOD GROUPS, INC.

By
Name _____
Title _____

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

HARRIS N.A.

By
Name William P. Pol
Title MANAGING DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Trademark	Registration No. (Application No.)	Country
FIELD (& DESIGN)	1,517,319 (73/705,556)	U.S.
FIELD (& DESIGN)	1,515,604 (73/705,555)	U.S.
FIELD (& DESIGN)	3,579,977 (77/523,731)	U.S.
FIELD FRESH (& DESIGN)	1,515,601 (73/697,459)	U.S.
KENTUCKIAN	2,314,703 (75/663,041)	U.S.
KENTUCKIAN GOLD	2,311,981 (75/662,857)	U.S.
KENTUCKY LEGEND	2,453,981 (75/754,340)	U.S.
KENTUCKY'S ORIGINAL KENTUCKY LEGEND DOUBLE SMOKED HICKORY SMOKED (& DESIGN)	2,731,160 (76/198,892)	U.S.
QUALITY & GOODNESS YOU CAN TRUST	3,579,948 (77/523,263)	U.S.
THE BEST...NATURALLY!	1,983,964 (74/688,134)	U.S.
SFG SPECIALTY FOODS GROUP (& DESIGN)	(CA125810300)	Canada