

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 |
| Fleischmann's Vinegar Company, Inc. | | 01/04/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Administrative Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3584298 | CLASSIC ORGANICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)577-4688 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | (312)577-8416 | | |
| Email: | carole.dobbins@kattenlaw.com | | |
| Correspondent Name: | Carole Dobbins c/o Katten Muchin | | |
| Address Line 1: | 525 W. Monroe St. | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 207170-00361 | | |
| NAME OF SUBMITTER: | Carole Dobbins | | |
| Signature: | /Carole Dobbins/ | | |
| Date: | 01/05/2010 | | |

CH \$40.00 3584298

900151232

TRADEMARK
REEL: 004124 FRAME: 0439

Total Attachments: 5

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 4, 2010, is made by Fleischmann's Vinegar Company, Inc., ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 4, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their [Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**FLEISCHMANN'S VINEGAR COMPANY,
INC.**, a Delaware corporation, as Grantor

By: 
Name: Daphne Dufresne
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name: _____
Title: _____

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

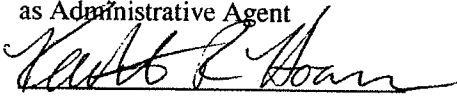
Very truly yours,

**FLEISCHMANN'S VINEGAR COMPANY,
INC.**, a Delaware corporation, as Grantor

By: _____
Name: Daphne Dufresne
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Kathleen R. Hockman
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <u>Name of Owner</u> | <u>Trademark</u> | <u>Reg. #</u> | <u>Reg. Date</u> | <u>Jurisdiction</u> |
|-------------------------------------|------------------|---------------|------------------|---------------------|
| Fleischmann's Vinegar Company, Inc. | CLASSIC | 3,584,298 | 03/03/09 | United States |
| Fleischmann's Vinegar Company, Inc. | ORGANICS | | | |
| Fleischmann's Vinegar Company, Inc. | CRYSTAL | TMA754352 | 12/02/2009 | Canada |
| | SELECT | | | |

2. TRADEMARK APPLICATIONS

| <u>Name of Owner</u> | <u>Trademark</u> | <u>Serial</u> | <u>App. Date</u> | <u>Jurisdiction</u> |
|-------------------------------------|------------------|---------------|------------------|---------------------|
| Fleischmann's Vinegar Company, Inc. | CLASSIC | 77/348,290 | 12/10/2007 | United States |
| Fleischmann's Vinegar Company, Inc. | SELECTIONS | | | |
| Fleischmann's Vinegar Company, Inc. | CLASSIC | 1,375,536 | 12/11/2007 | Canada |
| Fleischmann's Vinegar Company, Inc. | ORGANICS | | | |
| Fleischmann's Vinegar Company, Inc. | CLASSIC | 1,375,537 | 12/11/2007 | Canada |
| Fleischmann's Vinegar Company, Inc. | SELECTIONS | | | |

3. IP LICENSES

- a. Trademark License Agreement, dated October 8, 2002, by and between Burns Philp Food Company (now AB Mauri Food Inc. via corporate change of name) and Fleischmann's Vinegar Company, Inc. licensing the use of U.S. Trademark Registration No. 2827673 for mark FLEISCHMANN'S
- b. Trademark License Agreement, dated October 8, 2002, by and between Burns Philp Food Company (now AB Mauri Food Inc. via corporate change of name) and Fleischmann's Vinegar Company, Inc. licensing use of Canadian Trademark Registration No. TMA270372 for mark FLEISCHMANN'S