

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 |
| Fiscalini Cheese Company | | 02/08/2011 | LIMITED PARTNERSHIP: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of the West | | |
| Street Address: | 300 S. Grand Avenue, 6th Floor | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78938066 | LIONZA | |
| Serial Number: | 77351020 | | |
| Serial Number: | 76606495 | FISCALINI FARMSTEAD HORSEFEATHERS A GENTLE HORSE RADISH CHEDDAR SPREAD A BLEND OF CHEDDAR CHEESE, SOUR CREAM, AND HORSERADISH WWW.FISCALINICHEESE.COM MODESTO, CALIF. | |
| Serial Number: | 76606494 | HORSEFEATHERS | |
| Serial Number: | 76519437 | FISCALINI FARMSTEAD | |
| Serial Number: | 76519438 | FISCALINI FARMSTEAD SINCE 1914 | |
| Serial Number: | 76519436 | PURPLE MOON | |
| Serial Number: | 76318103 | FISCALINI SINCE 1914 FARMSTEAD | |
| Serial Number: | 76318104 | FISCALINI | |
| Serial Number: | 76318107 | SAN JOAQUIN GOLD | |
| Serial Number: | 76318106 | FISCALINI FARMSTEAD | |

OP \$290.00 78938066

900197143

TRADEMARK
 REEL: 004584 FRAME: 0059

CORRESPONDENCE DATA

Fax Number: (209)521-5971

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 209-521-6260

Email: bdickerson@gianelli-law.com

Correspondent Name: Brett L. Dickerson, Esq.

Address Line 1: 1014 - 16th Street

Address Line 4: Modesto, CALIFORNIA 95354

ATTORNEY DOCKET NUMBER:

FISCC-3

NAME OF SUBMITTER:

Brett L. Dickerson

Signature:

/Brett L. Dickerson/

Date:

07/15/2011

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(FISCALINI CHEESE COMPANY, L.P.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between Fiscalini Cheese Company, L.P. a California Limited Partnership ("Debtor"), and Bank of the West ("Secured Party"), pursuant to that certain Credit Agreement dated as of February 8, 2011 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Restated Credit Agreement") Debtor and Secured party may be referred to herein individually as "Party" and collectively as "Parties".

RECITALS:

A. Debtor and Secured Party have entered into the Credit Agreement and all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Debtor has granted to Secured Party a lien and security interest in all certain Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks and all products and Proceeds thereof, to secure the payment of the Obligations as defined in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title and interest in, to and under 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, and such grant insofar as it applies to Collateral covered by the Credit Agreement is in confirmation of the existing and continuing Lien and security interest granted thereunder:

(1) each Trademark, Trademark Registration ("Trademark Registration") and Trademark Application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) any Trademark License which Debtor now possesses or may acquire at a future date; and

3) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future (a)

infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Credit Agreement.

The Debtor shall execute a Financing Statement on the form called for under the Uniform Commercial Code as enacted in California and agrees that the Financing Statement can be filed with the Secretary of State of California in uniformity with the requirements of the Uniform Commercial Code as enacted in California; and, the Financing Statement shall list the Collateral secured hereby;

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:

**FISCALINI CHEESE COMPANY, L.P.,
a California Limited Partnership**

**By: JOHN FISCALINI MANAGEMENT COMPANY, LLC,
a California Limited Liability Company, General Partner**

By: 

JOHN B. FISCALINI, Trustee of the
JOHN FISCALINI REVOCABLE TRUST
dated June 11, 2001, Member of
JOHN FISCALINI MANAGEMENT COMPANY, LLC,
a California Limited Liability Company

(Signatures Continued on Following Page)

SECURED PARTY:

BANK OF THE WEST

By: 
JIM NEMMERS, Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
(Pg.1)**

Trademark

1. **LIONZA:**
Serial No. 78938066
Reg. No. 3295757

2. **Design Only” Mark consisting of design Search Codes: 06.01.04; 07.03.02
& 26.11.21**
Serial No. 77351020
Reg. No. 3475804

3. **FISCALINI FARMSTEAD HORSEFEATHERS A GENTLE HORSE
RADISH CHEDDAR SPREAD A BLEND OF CHEDDAR CHEESE,
SOUR CREAM, AND HORSERADISH**
Serial No. 76606495
Reg. No. 3047895

4. **HORSEFEATHERS**
Serial No. 76606494
Reg. No. 3000339

5. **FISCALINI FARMSTEAD**
Serial No. 76519437
Reg. No. 2905752

6. **FISCALINI FARMSTEAD SINCE 1914**
Serial No. 76519438
Reg. No. 2892773

7. **PURPLE MOON**
Serial No. 76519436
Reg. No. 2890926

SCHEDULE 1

**TO
TRADEMARK SECURITY AGREEMENT
(Pg.2)**

8. **FISCALINI SINCE 1914 FARMSTEAD**

Serial No. 76318103

Reg. No. 2798546

9. **FISCALINI**

Serial No. 76318104

Reg. No. 2798547

10. **FISCALINI FARMSTEAD**

Serial No. 7631806

Reg. No. 2792212

11. **SAN JOAQUIN GOLD**

Serial No. 76318107

Reg. No. 2748286

11-7273247923

06/08/2011 17:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

| | |
|---|----------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional) | |
| BRETT DICKERSON | (209) 521-6260 |
| B. SEND ACKNOWLEDGEMENT TO: (Name and Address) | |
| Law Offices of Gianelli & Associates A Professional Law Corporation P. O. Box 3212 Modesto, CA 95353 | |



SOS

FILED

CALIFORNIA
SECRETARY OF STATE

29306160002

UCC 1 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

| | | | | |
|--|--|--------------------------|----------------------------------|--|
| 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names | | | | |
| 1a. ORGANIZATION'S NAME | | | | |
| FISCALINI CHEESE COMPANY, L.P., a California limited partnership | | | | |
| OR | | | | |
| 1b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | | |
| 1c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 7231 Covert Road | | Modesto | CA | 95358 |
| | | | | COUNTRY |
| | | | | US |
| ADD'L INFO RE ORGANIZATION DEBTOR | | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID#, if any |
| | | ltd partnership | California | 200629000012 <input type="checkbox"/> NONE |
| 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names | | | | |
| 2a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 2b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | | |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| | | | | |
| | | | | COUNTRY |
| | | | | |
| ADD'L INFO RE ORGANIZATION DEBTOR | | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID#, if any |
| | | | | <input type="checkbox"/> NONE |
| 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b) | | | | |
| 3a. ORGANIZATION'S NAME | | | | |
| Bank of the West | | | | |
| OR | | | | |
| 3b. INDIVIDUAL'S LAST NAME | | FIRST NAME | MIDDLE NAME | SUFFIX |
| | | | | |
| 3c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| 4701 Sisk Rd., Ste. 201 | | Modesto | CA | 95358 |
| | | | | COUNTRY |
| | | | | US |

4. This FINANCING STATEMENT covers the following collateral.

A security interest in (1) Each Trademark, Trademark Registration, and Trademark Application, including, without limitation, those set forth in Schedule 1 attached hereto, together with the goodwill of the business symbolized thereby; (2) any Trademark License which Debtor now possesses or may acquire at a future date; and (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 attached hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 attached hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

| | |
|--|---|
| 5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING | |
| 6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 (optional) |
| 8. OPTIONAL FILER REFERENCE DATA | |

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) - CALIFORNIA (REV. 01/01/08)

TRADEMARK

REEL: 004584 FRAME: 0066

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
(Pg.1)**

Trademark

1. **LIONZA:**
Serial No. 78938066
Reg. No. 3295757
2. **Design Only” Mark consisting of design Search Codes: 06.01.04; 07.03.02
& 26.11.21**
Serial No. 77351020
Reg. No. 3475804
3. **FISCALINI FARMSTEAD HORSEFEATHERS A GENTLE HORSE
RADISH CHEDDAR SPREAD A BLEND OF CHEDDAR CHEESE,
SOUR CREAM, AND HORSERADISH**
Serial No. 76606495
Reg. No. 3047895
4. **HORSEFEATHERS**
Serial No. 76606494
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5. **FISCALINI FARMSTEAD**
Serial No. 76519437
Reg. No. 2905752
6. **FISCALINI FARMSTEAD SINCE 1914**
Serial No. 76519438
Reg. No. 2892773
7. **PURPLE MOON**
Serial No. 76519436
Reg. No. 2890926

29306160002

SCHEDULE 1

**TO
TRADEMARK SECURITY AGREEMENT
(Pg.2)**

8. **FISCALINI SINCE 1914 FARMSTEAD**
Serial No. 76318103
Reg. No. 2798546
9. **FISCALINI**
Serial No. 76318104
Reg. No. 2798547
10. **FISCALINI FARMSTEAD**
Serial No. 7631806
Reg. No. 2792212
11. **SAN JOAQUIN GOLD**
Serial No. 76318107
Reg. No. 2748286

29306160002



SECRETARY OF STATE
STATE OF CALIFORNIA

UCC Filing Acknowledgement

06/16/2011

Page 1 of 1

GIANELLI & ASSOCIATES
1014 16TH ST
PO BOX 3212
MODESTO CA 95353

3 or more pages:
Total Fee: **\$20.00**

The California Secretary of State's Office has received and filed your document. The information below reflects the data that was indexed in our system. Please review the information for accuracy. Included is an image of the filed document to assist you in your review. If you find a potential error, please notify the UCC Section at the number listed below at your earliest convenience.

Filing Type: **Financing Statement**

File Date: **06/08/2011**

File Time: **17:00**

Filing Number: **11-7273247923**

Lapse Date: **06/08/2016**

Debtor(s):

ORGANIZATION

**FISCALINI CHEESE COMPANY, L.P., A CALIFORNIA
LIMITED PARTNERSHIP**

7231 COVERT ROAD MODESTO CA USA 95358

Secured Party(ies):

ORGANIZATION

BANK OF THE WEST

4701 SISK RD., STE. 201 MODESTO CA USA 95358

Filing by the Secretary of State is not conclusive proof that all conditions for securing priority have been met. Ensuring that accurate information is on the document to be filed is the responsibility of the filing party. If this filing is challenged, the Secretary of State does not guarantee that the filing is legally sufficient to secure priority under UCC Article 9 and expressly disclaims any liability for failure of the filing party to secure priority resulting from the information contained in the filed document, or the lack of information on the filed document.



SECRETARY OF STATE
STATE OF CALIFORNIA

Packing Slip

Page 1 of 1

GIANELLI & ASSOCIATES
1014 16TH ST PO BOX 3212
MODESTO CA 95353

Customer Account No: 28285631
Batch No : 2930616
Date : 06/16/2011

| Item | Name / Reference No. | Status | Amount |
|--|----------------------|-----------|---------|
| Financing Statement - 3 pages or more | 11-7273247923 | Processed | \$20.00 |
| Check | 51218 | Retained | \$20.00 |
| Total Fees Charged : | | | \$20.00 |
| Total Payment Received : | | | \$20.00 |
| Total Debited From Customer Account : | | | \$0.00 |
| Balance Credited to Customer Account : | | | \$0.00 |
| Amount to be Refunded : | | | \$0.00 |

Note

Unless specifically requested, overpayments are credited to your Customer Account for future use.
Any balance credited to the Customer Account may be refunded upon request.

UNIFORM COMMERCIAL CODE 1500 11TH STREET, 2ND FL. SACRAMENTO, CA 95814 - PO BOX 942835 - SACRAMENTO, CA 94235-0061 - 916 653 3516 - [HTTPS://UCCCONNECT.SS.CA.GOV](https://uconnect.sos.ca.gov)

PROGRAMS ARCHIVES, BUSINESS PROGRAMS, ELECTIONS, INFORMATION TECHNOLOGY, CALIFORNIA STATE HISTORY MUSEUM,
MANAGEMENT SERVICES, SAFE AT HOME, DOMESTIC PARTNERS REGISTRY, NOTARY PUBLIC, POLITICAL REFORM

RECORDED: 07/15/2011

TRADEMARK
REEL: 004584 FRAME: 0070