

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
Columbus Manufacturing, Inc.		06/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	180 Montgomery Street
Internal Address:	Third Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85033619	ANTEPRIMA
Registration Number:	3466481	BUON GUSTO
Registration Number:	1736834	CARIANI SINCE 1898 A SAN FRANCISCO TRADITION
Registration Number:	0936718	COLUMBUS
Registration Number:	3509279	COLUMBUS
Registration Number:	3845009	COLUMBUS. FOUNDED IN SAN FRANCISCO EST. 1917
Serial Number:	77703161	COLUMBUS SALUMERIA SAN FRANCISCO EST. 1917
Registration Number:	3534851	COLUMBUS SAN FRANCISCO SALUMERIA EST. 1917
Registration Number:	2066452	COLUMBUS
Serial Number:	77648247	COLUMBUS WHOLE CUTS
Registration Number:	1416988	DELI UNIVERSITY
Registration Number:	1418688	DELI UNIVERSITY
Registration Number:	2944472	FARM TO FORK

CH \$515.00 85033619

Serial Number:	85073418	FIORE
Registration Number:	3927260	MANGIA VIVA AMORE
Registration Number:	3851666	PASSION & PATIENCE
Registration Number:	3606698	SAN FRANCISCO · SAN FRANCISCO · SAUSAGE COMPANY
Registration Number:	2611719	SAN FRANCISCO SAN FRANCISCO SAUSAGE COMPANY
Serial Number:	85030044	TICINO
Registration Number:	1883726	TICINO

CORRESPONDENCE DATA

Fax Number: (858)481-5028
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 858-481-5055
Email: sdrake@allenmatkins.com
Correspondent Name: Scott Drake, Paralegal
Address Line 1: 12348 High Bluff Drive
Address Line 2: Suite 210
Address Line 4: San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER:	371507-00045
NAME OF SUBMITTER:	Robert Kido, VP, Bank of the West
Signature:	/Robert Kido/
Date:	07/15/2011

Total Attachments: 18

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Security Agreement") is made and dated this 30th day of JUNE 2011 by and among COLUMBUS MANUFACTURING, INC., a Delaware corporation, ("Borrower"), the parties who join in this Security Agreement by execution of a Joinder Agreement substantially in the form attached as Annex 1 to this Security Agreement (each, a "Grantor" and, collectively, the "Grantors") and BANK OF THE WEST ("Secured Party").

Pursuant to a credit or loan agreement between the Borrower and the Secured Party (as amended, extended and replaced from time to time, the "Credit Agreement"), the Secured Party has agreed to extend credit to the Borrower from time to time. As a condition precedent to the Secured Party's obligation to extend credit under the Credit Agreement and as security for the payment and performance of the Obligations, the Grantors are required to execute and deliver, or join in, this Security Agreement, for the purpose of granting a security interest in Collateral, all as hereinafter provided. Terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

For other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest. As collateral security for obligations that Borrower may, from time to time, have to Secured Party in respect of loans, advances, letters of credit, derivatives and other credit accommodations (the "Obligations"), Borrower hereby grants a security interest to Secured Party in all of Borrower's right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired: (a) the trademarks described on Schedule 1 to this Security Agreement and all other trademarks; (b) all rights to license and to use the Collateral; (c) all rights (but not the obligation) to register with respect to the Collateral claims under any state, federal or foreign trademark law or regulation; (d) all rights, claims and interests under licensing or other contracts pertaining to the Collateral; (e) all goodwill and general intangibles associated with the Collateral; (f) all rights (but not the obligation) to maintain claims for past, present and future infringements of the Collateral and the right to enforce the same; and (g) all products and proceeds of any of the foregoing.

2. No Present Assignment. Neither this Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Collateral. Subject to the rights and security interest of Secured Party, it is the intention of the parties hereto that Borrower continue to own the Collateral.

3. Representations and Warranties. Borrower hereby represents and warrants to Secured Party that: (a) Borrower has good and marketable title to the Collateral, and has granted to Secured Party a first priority perfected security interest therein; (b) Borrower is a corporation organized under the laws of Delaware, and (c) Borrower's mailing address is c/o Columbus Foods, LLC, 30977 San Antonio Street, Hayward, CA 94544.

4. Covenants. Borrower hereby agrees, at no cost or expense to Secured Party: (a) to do all acts (other than acts which are required to be done by Secured Party) that may be necessary to maintain, preserve and protect the Collateral and the first priority perfected security interest of Secured Party therein; (b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of this Security Agreement or any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Borrower or affecting any of the Collateral or any contractual obligation affecting any of the Collateral; (c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral; (d) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral; (e) except for licenses in effect on the date of this Security Agreement, not sell or license any Collateral without the prior written consent of Secured Party; (f) to keep separate, accurate and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral

as Secured Party may reasonably request from time to time; (g) promptly upon acquisition of rights in federally registered trademarks, to notify Secured Party and cause to be executed, delivered and recorded supplements to this Security Agreement, and/or such other documents and agreements as Secured Party may reasonably require to establish and to maintain a first priority perfected security interest in the Collateral; (h) unless it shall reasonably and in good faith determine that such Collateral is of negligible economic value to Borrower, not (i) fail to continue to use any of the trademarks in order to maintain all of the trademarks in full force free from any claim of abandonment for non-use, (ii) fail to maintain as in the past the quality of products and services offered under all of the trademarks, (iii) fail to employ all of the trademarks registered with any federal or state or foreign authority with an appropriate notice of such registration, (iv) adopt or use any other trademark which is confusingly similar or a colorable imitation of any of the trademarks, (v) use any of the trademarks registered with any federal or state or foreign authority except for the uses for which registration or application for registration of the trademarks has been made, or (vi) do or permit any act or knowingly omit to do any act whereby any of the trademarks may lapse or become invalid or unenforceable; (i) notify Secured Party immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same or to keep and maintain and enforce the same; (j) not file, or suffer to be filed, an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs Secured Party, and upon request of Secured Party, executes and delivers any and all agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Collateral and the goodwill and general intangibles of Borrower relating thereto or represented thereby; and (k) Secured Party may file or record this Security Agreement with the United States Patent and Trademark Office and also may file financing statements in all locations deemed appropriate by Secured Party from time to time, and in connection with the filing of such financing statements, Borrower acknowledges and agrees that Secured Party may utilize a general description of the Collateral.

5. Collection of Collateral Payments. Upon the request of Secured Party made at any time, Borrower will (a) notify and direct any licensee or other party who is obligated to make payments ("Payment Collateral") on the Collateral, to make payment thereof to such accounts as Secured Party may direct in writing and/or (b) forthwith upon receipt, transmit and deliver to Secured Party, in the form received, all cash, checks, drafts and other instruments for the payment of money (properly endorsed where required so that such items may be collected by Secured Party) which may be received by Borrower at any time on account of any Collateral Payment and, until delivered to Secured Party, such items will be held in trust for Secured Party and will not be commingled by Borrower with any of its other funds or property. Thereafter, Secured Party is hereby authorized and empowered to endorse the name of Borrower on any check, draft or other instrument for the payment of money received by Secured Party on account of any Collateral Payment if Secured Party believes such endorsement is necessary or desirable for purposes of collection.

6. Remedies.

(a) If Borrower shall default in any of its obligations to Secured Party, unless Secured Party has otherwise agreed to forbear in the exercise of remedies, Secured Party may, without notice to or demand on Borrower and in addition to all rights and remedies available to Secured Party with respect to the Obligations, at law, in equity or otherwise, do any one or more of the following: (i) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law or provided for in this Security Agreement; (ii) sell, lease, license or otherwise dispose of any Collateral at one or more public or private sales at Secured Party's place of business or any other place or places, including, without limitation, any broker's board or securities exchange, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine; (iii) recover from Borrower all costs and expenses, including, without

limitation, reasonable attorneys' fees (including the allocated cost of internal counsel), incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement; (iv) require Borrower to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; (v) enter onto property where any Collateral is located and take possession thereof with or without judicial process; (vi) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner, but in no event shall Secured Party be obligated to do so, and to the extent Secured Party deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, tradename, copyright, patent or technical process used by Borrower; and (iv) in connection with the disposition of any Collateral, disclaim any warranty relating to title, possession or quiet enjoyment.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Borrower shall be given five (5) Business Days' prior notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of Collateral is to be made pursuant to this Security Agreement, which notice Borrower hereby agrees shall be deemed reasonable notice thereof.

(c) Upon any sale or other disposition pursuant to this Security Agreement, Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including Secured Party) shall hold the Collateral free from any claim or right of whatever kind, including any equity or right of redemption of Borrower, and Borrower specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(d) Any deficiency with respect to the Obligations that exists after the disposition or liquidation of the Collateral shall be a continuing liability of Borrower to Secured Party and shall be immediately paid by Borrower to Secured Party.

(e) If any non-cash proceeds are received in connection with any sale or disposition of any Collateral, Secured Party shall not apply such non-cash proceeds to the Obligations unless and until such proceeds are converted to cash; provided, however, that if such non-cash proceeds are not expected on the date of receipt thereof to be converted to cash within one year after such date, Secured Party shall use commercially reasonable efforts to convert such non-cash proceeds to cash within such one year period.

(f) Borrower expressly waives to the extent permitted under applicable law any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral.

(g) Borrower agrees that Secured Party may exercise its rights of setoff with respect to the Obligations in the same manner as if the Obligations were unsecured.

7. Miscellaneous.

(a) Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in the Credit Agreement.

(b) Security Interest Absolute. All rights of the Secured Party hereunder, the Security Interest and all obligations of each Grantor hereunder shall, to the extent permitted by law, be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document (other than this Security Agreement), any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan

Document (other than this Security Agreement) or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Grantors in respect of the Obligations or this Security Agreement other than final payment in full of the Obligations.

(c) Survival of Agreement. All covenants, agreements, representations and warranties made by each Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement shall be considered to have been relied upon by the Secured Party, shall survive the execution and delivery of this Security Agreement, and shall continue in full force and effect until this Security Agreement shall terminate. Such covenants, agreements, representations and warranties have been or will be relied upon by the Secured Party, regardless of any investigation made by the Secured Party or on its behalf and notwithstanding that the Secured Party may have had notice or knowledge of any Event of Default at the time of any Loan.

(d) Binding Effect; Several Agreement. This Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Secured Party and a counterpart hereof shall have been executed on behalf of the Secured Party, and thereafter shall be binding upon such Grantor and the Secured Party and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Secured Party and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Security Agreement or the Credit Agreement. This Security Agreement shall be construed as a separate agreement with respect to such Grantor and may be amended, modified, supplemented, waived or released with respect to such Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

(e) Successors and Assigns. Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of each Grantor or the Secured Party that are contained in this Security Agreement shall bind and inure to the benefit of their respective successors and assigns.

(f) Secured Party's Fees and Expenses; Indemnification.

(a) Each Grantor agrees (a) to pay or reimburse the Secured Party for all costs and expenses (including all fees, expenses and disbursements of any counsel and the allocated cost of internal legal services and all expenses and disbursements of internal counsel) incurred in connection with (i) the development, preparation, negotiation and execution of this Security Agreement and any amendment, waiver, consent or other modification of the provisions hereof (whether or not the transactions contemplated by the Loan Documents are consummated), and (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, and (b) to pay or reimburse the Secured Party for all costs and expenses incurred in connection with the enforcement, attempted enforcement, or preservation of any rights or remedies under this Security Agreement, including all fees, expenses and disbursements of any counsel and the allocated cost of internal legal services and all expenses and disbursements of internal counsel. The foregoing costs and expenses shall include all search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by the Secured Party and the cost of independent public accountants and other outside experts retained by the Secured Party. All amounts due under this Section 7(f) shall be payable within ten business days after demand therefor. The agreements in this Section shall survive the termination of the Commitments and repayment, satisfaction or discharge of all other Obligations.

(b) Without limitation of its indemnification obligations under the other Loan

Documents, each of the Grantors agrees to indemnify the Secured Party, its affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including fees and expenses of counsel) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of this Security Agreement or any other agreement, letter or instrument delivered in connection with the transactions contemplated hereby or the consummation of the transactions contemplated hereby, or (b) any actual or alleged presence or release of Hazardous Materials on or from any property currently or formerly owned or operated by any Grantor, or any Environmental Liability related in any way to any Grantor, or (c) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitees; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. No Indemnitee shall have any liability for any indirect or consequential damages relating to this Security Agreement or arising out of its activities in connection herewith (whether before or after the Closing Date).

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7(f) shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, and shall survive the termination of the Commitments and the repayment, satisfaction or discharge of all the other Obligations, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document, or any investigation made by or on behalf of the Secured Party. All amounts due under this Section 7(f) shall be payable within ten business days after demand therefor.

(g) Governing Law.

(a) THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA SITTING IN SAN FRANCISCO OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS SECURITY AGREEMENT, EACH OF THE GRANTORS AND THE SECURED PARTY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTORS AND THE SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS SECURITY AGREEMENT OR OTHER DOCUMENT RELATED THERETO. EACH OF THE GRANTORS AND THE SECURED PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

(h) Waivers, Amendment. (a) No failure by the Secured Party to exercise, and no delay by the Secured Party in exercising, any right, remedy, power or privilege hereunder shall operate as

a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. No amendment or waiver of any provision of this Security Agreement or any other Loan Document, and no consent to any departure by any Grantor therefrom, shall be effective unless in writing signed by each Grantor and the Secured Party, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(i) Waiver of Jury Trial. EACH PARTY TO THIS SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(j) Severability. If any provision of this Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(k) Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(l) Headings. Article and Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Security Agreement.

(m) Financing Statements. Each Grantor hereby authorizes the Secured Party to file financing statements to perfect its Security Interest describing the Collateral as "all assets of the Grantor [or the Debtor] whether now owned or hereafter acquired."

(n) Termination.

(a) This Security Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been paid in full and the Secured Party have no further Commitment under the Credit Agreement, at which time the Secured Party shall prepare, execute to the extent required, and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7(n) shall be without recourse to or warranty by the Secured Party other than the absence of adverse claims of Persons claiming through the Secured Party.

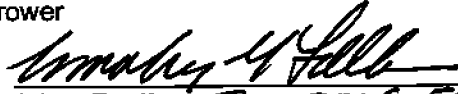
(b) Each Grantor may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement, the Credit Agreement or any other Loan Document, in which case such Collateral shall be sold free and clear of the Liens created by the Security Documents.

(o) California Judicial Reference. If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Security Agreement or any other Loan Document, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of this Section 7(o), Borrower shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

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IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.

COLUMBUS MANUFACTURING, INC.,
a Delaware corporation,
as Borrower

By: 
Name: ~~Adam Ferrit~~ Timothy S Fallon
Title: ~~Chief Financial Officer~~ CEO & Pres.

Address:

c/o Columbus Foods, LLC
30977 San Antonio Street
Hayward, CA 94544

BANK OF THE WEST, as Secured Party

By: _____
Name: _____
Title: _____

Address:

180 Montgomery Street, 3rd Floor
San Francisco, CA 94104

IN WITNESS WHEREOF, the parties to this Security Agreement have caused it to be executed the date and year first above written.


COLUMBUS MANUFACTURING, INC.,
a Delaware corporation,
as Borrower

By: _____
Name: Adam Ferrif
Title: Chief Financial Officer

Address:

c/o Columbus Foods, LLC
30977 San Antonio Street
Hayward, CA 94544

BANK OF THE WEST, as Secured Party

By:  _____
Name: Robert Kido
Title: Vice President

Address:

180 Montgomery Street, 3rd Floor
San Francisco, CA 94104

ANNEX I TO SECURITY AGREEMENT (TRADEMARKS)

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement") is made and dated as of the ___ day of June 2011, by and between COLUMBUS FOODS, LLC, a Delaware limited liability company, and COLUMBUS MANAGEMENT COMPANY, a Delaware corporation (individually and together, the "Joining Grantor") and BANK OF THE WEST (the "Secured Party").

WHEREAS, COLUMBUS MANUFACTURING, INC., a Delaware corporation (the "Borrower"), and the Secured Party entered into a credit or loan agreement (as amended, modified, or waived, the "Credit Agreement") pursuant to which the Secured Party agreed to extend credit to the Borrower on the terms and conditions contained thereon;

WHEREAS, the Borrower and the Secured Party executed that certain Security Agreement (Trademarks) dated as of June 30, 2011 (the "Security Agreement"), pursuant to which the Borrower granted to the Secured Party a security interest in the Collateral described in the Security Agreement;

WHEREAS, the Joining Grantor is or concurrently herewith is guarantying or otherwise becoming obligated for the obligations of the Borrower under Credit Agreement and, pursuant to the Credit Agreement, is required to join in the Security Agreement;


NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Agreements of Joining Grantor. The Joining Grantor hereby (a) joins in the Security Agreement as though a party thereto *ab initio*, (b) grants to the Secured Party a security interest in all right, title and interest of the Joining Grantor in the Collateral of the Joining Grantor, whether now owned or hereafter acquired, including without limitation the trademarks set forth on Schedule 1 attached hereto, as security for the payment and performance, as the case may be, in full of the Obligations of such Joining Grantor, (c) from and after the date of this Agreement, agrees to be a Grantor under the Security Agreement and to be bound by all of the terms and conditions of the Security Agreement, each of which is incorporate herein by reference as though set forth at length and (d) agrees to deliver to the Secured Party such other agreements and documents as the Secured Party may reasonably required to effectuate this Agreement and to realize for the Secured Party the benefits of the Collateral intended to be granted pursuant to the Security Agreement.

SECTION 2. Acceptance by Secured Party. The Secured Party hereby agrees that, as of the date of this Agreement, the Joining Grantor is and shall be a party to the Security Agreement.

SECTION 3. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to its choice of law rules. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement. Terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

BANK OF THE WEST

By: 
Name: Robert Kido
Title: Vice President

[COLUMBUS FOODS, LLC,
a Delaware limited liability company,
as Joining Grantor

By: *Timothy G Fallon*
Name: TIMOTHY G FALLON
Title: CEO & PRES

[COLUMBUS MANAGEMENT COMPANY,
a Delaware corporation,
as Joining Grantor

By: *Timothy G Fallon*
Name: TIMOTHY G FALLON
Title: CEO & PRES

SCHEDULE 1 TO ANNEX 1 OF SECURITY AGREEMENT (TRADEMARKS)









The following are all of the trademarks owned by the Grantor(s) in which a security interest is being granted:

WORD/MARK	SERIAL NUMBER	FILING DATE	REGISTRATION DATE	REGISTRATION NUMBER
SEE ATTACHED	SCHEDULE			

SEE ATTACHED

Columbus Merchants' and Traders' Association
Active Status Report

State	Trademark	Registered	Class	Registration Date	Renewal Date	Description
Arizona	BUON GUSTO	36,491	14	11/8/1995	11/08/2015	Salami and italian cooked meats
California	CHRISTOPHER'S PREMIUM	87,566	29	4/29/1988	04/29/2013	Imported and domestic cheese food products
California	DELI UNIVERSITY & Design	25,862	41	2/21/1986	02/21/2011	Food management educational services
California	NONNA'S KITCHEN & Design	14,565	30	2/21/1986	02/21/2011	Prepared foods
Colorado	BUON GUSTO	19,850	29	3/28/1985	03/28/2015	Food and ingredients of foods
Hawaii	BUON GUSTO	189,299	29	12/12/1995	12/12/2010	Salami and italian cooked meats
Montana	BUON GUSTO	18,299	29	3/20/1995	03/20/2015	Salami and italian cooked meats
Texas	BUON GUSTO	55,058	29	11/9/1995	11/09/2015	Salami and italian cooked meats
United States	ANTEPRIMA	85/033619	29	5/8/2010	06/14/2011	Prosciutto and mozzarella roll consisting of prosciutto surrounded by mozzarella rolled into a log or Ext Req form
		3,466,481		7/15/2008		

United States	CARIANI & Design		Registered	74/261,498 1,736,834	4/1/1992 12/1/1992	29	Meats and cheese, namely, salami, coppa, pepperoni, mortadella, headcheese, sausages, roast beef	Renewal	12/01/2012
United States	COLUMBUS		Registered	72/368,936 936,718	8/24/1970 6/27/1972	29	Salami and sausages	Renewal	06/27/2012
United States	COLUMBUS		Registered	77/088,502 3,509,279	1/23/2007 9/30/2008	29	Cheeses	Section 8 & 15 Declaration	09/30/2014
United States	COLUMBUS & FOUNDED in Circular Design		Registered	77/929,884 3,845,009	2/6/2010 9/7/2010	29	Ham; luncheon meats; meat, poultry and game; turkey	Section 8 & 15 Declaration	09/07/2016
United States	COLUMBUS & SALUMERIA in Circular Design		Pending	77/703,161	3/31/2009	29	Charite-based spread; pickles	Statement of Use or Ext Req	03/28/2011
United States	COLUMBUS & SAN FRANCISCO in Circular Design		Registered	77/213,647 3,534,851	6/22/2007 11/18/2008	29	Cheeses and cooked and fermented meats	Section 8 & 15 Declaration	11/18/2014
United States	COLUMBUS in Circular Design		Registered	75/024,580 2,066,452	11/27/1995 6/3/1997	29	Salami, sausages, and cooked meats	Renewal	06/03/2017
United States	COLUMBUS WHOLE CUTS		Pending	77/648,247	1/13/2009	29	Beef; chicken; corned beef; ham; luncheon meats; meat; poultry and game; pastrami; prepared meat; roast beef; turkey	Statement of Use or Ext Req	08/11/2011

United States	DELI UNIVERSITY	Registered	73/536407	3/6/1986	41	Educational services, namely, classes conducted in the field of food management	Renewal	11/1/2016
			1,416,988	11/11/1986				
United States	DELI UNIVERSITY & Design	Registered	73/586408	3/6/1986	41	Educational services, namely, classes conducted in the field of food management	Renewal	11/25/2016
			1,418,688	11/25/1986				
United States	FARM TO FORK	Registered	76/483883	1/17/2003	29	Fermented, cooked and fresh meats	Section 8 & 15 Declaration	04/26/2011
			2,944,472	4/26/2005				
United States	FIORE	Abandoned	85/073418	6/29/2010	29	Fermented meats	Response to Office Action	02/14/2011
United States	MANGIA VIVA AMORE	Registered	77/509996	6/27/2008	29, 30	Cheese; Dried meat; Edible oils and fats, preserves, pickles; Luncheon meats; Marinated Meat; Meat; Meat, poultry and game; Pickles; Preserved meats and sausages, Class 29	Section 8 & 15 Declaration	03/08/2017
			3,927,260	3/8/2011				
United States	PASSION & PATIENCE	Registered	77/979933	6/27/2008	29	Bakery goods; Chutneys; Flavoured vinegar; Ham glaze; Horseradish; Hot sauce; Ketchup; Mayonnaise; Mustard; Pickle relish; Relish; Sauces; Vinegar; Wine vinegar, Class 30	Section 8 & 15 Declaration	09/21/2016
			3,851,666	9/21/2010				
United States	SAN FRANCISCO & Design	Registered	77/217081	6/27/2007	29	Cooked meats	Section 8 & 15 Declaration	04/14/2015
			3,606,698	4/14/2009				

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Country	Trademark Name	Registration Number	Registration Date	Class	Description	Renewal Date
United States	SAN FRANCISCO & Design	76/134913	9/25/2000	29	Salami and pepperoni	08/27/2012
United States	TICINO	2,611,719	8/27/2002	29, 30	Oil, namely, vegetable oil, salad oil, edible oil, Class Statement of Use or Ext Req	05/30/2011
United States	TICINO	85/030044	5/4/2010	29	Barbeque sauce; horseradish; hot sauce; ketchup; mayonnaise; mustard; pesto; pickle relish; relish; sauces; sauces for barbecued meat; steak sauce; tartar sauce; teriyaki sauce; vinaigrettes, Class 30	
United States	TICINO	74/478722	1/12/1994	29	Salami	03/14/2015
Utah	BUON GUSTO	1,883,726	3/14/1995	29	Salami and Italian cooked meats	12/12/2010
Washington	BUON GUSTO	2522615	12/12/1995	29	Salami and Italian cooked meats	03/11/2011

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ACKNOWLEDGMENT

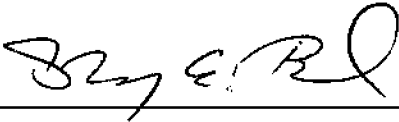
State of California)
County of SAN FRANCISCO)

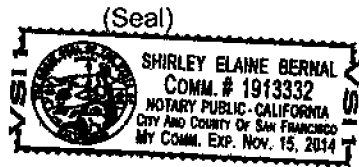
On JULY 13, 2011, before me, SHIRLEY ELAINE BERNAL,
(insert name of notary)

Notary Public, personally appeared ROBERT KIDD
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



ACKNOWLEDGMENT

State of California)
County of ALAMEDA)

On 30th of June, 2011, before me, E. MONTELIBANO-TAN
(insert name of notary)

Notary Public, personally appeared TIMOTHY G. PAVON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature E. Montelibano-Tan



(Seal)