

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
Teasdale Quality Foods, Inc.		09/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Onewest Bank, FSB, as Administrative Agent		
Street Address:	888 East Walnut Street, HQ-05-03		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3207972	EMILIO'S	
Registration Number:	3207973	AUNT PENNY'S	
Registration Number:	3345654	EMILIO'S	
Registration Number:	3345655	AUNT PENNY'S	
Registration Number:	3675790	TEASDALE	
Registration Number:	1546605	TEASDALE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 3207972

900201836

TRADEMARK
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ATTORNEY DOCKET NUMBER:	907044
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/12/2011
<p>Total Attachments: 6 source=9-12-11 Teasdale Quality Foods-TM#page1.tif source=9-12-11 Teasdale Quality Foods-TM#page2.tif source=9-12-11 Teasdale Quality Foods-TM#page3.tif source=9-12-11 Teasdale Quality Foods-TM#page4.tif source=9-12-11 Teasdale Quality Foods-TM#page5.tif source=9-12-11 Teasdale Quality Foods-TM#page6.tif</p>	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TEASDALE QUALITY FOODS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: ONEWEST BANK, FSB, as Administrative Agent

Internal _____

Address: _____

Street Address: 888 East Walnut Street, HQ-05-03

City: Pasadena

State: CA

Country: U.S.A. Zip: 91101

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Federal Svcs Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE I ATTACHED TO TRADEMARK SECURITY AGREEMENT

B. Trademark Registration No.(s)

SEE SCHEDULE I ATTACHED TO TRADEMARK SECURITY AGREEMENT

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Loukia Harris, Paralegal, c/o Loeb & Loeb LLP

Internal Address: _____

Street Address: 345 Park Avenue

City: New York

State: New York

Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2011 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by TEASDALE QUALITY FOODS, INC., a Delaware corporation ("Grantor"), in favor of ONEWEST BANK, FSB, as administrative agent (in such capacity, the "Administrative Agent") for the lenders party to the Credit Agreement dated as of the date hereof among Grantor, the lenders from time to time party thereto (the "Lenders", and collectively with the Administrative Agent, the "Creditor Parties"), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

BACKGROUND

Lenders are willing to make the Loans (as defined in the Credit Agreement) as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Administrative Agent for the benefit of the Creditor Parties this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, dated as of the date hereof, between Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

(b) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the complete and timely payment of all of the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to the Creditor Parties a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired, including, without limitation, the following (collectively, the "Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark licensed under any Trademark License.

Notwithstanding the foregoing, the Collateral shall not include any intent-to-use application during the period prior to the filing of a statement of use with respect to such application.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Creditor Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the security interest in the 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.

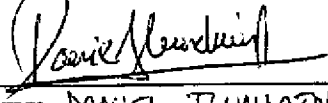
Section 4. EXECUTION IN COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

Section 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, 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.

TEASDALE QUALITY FOODS, INC.

By: 
Name: DANIEL ILUNNA
Title: SECRETARY

ACCEPTED and ACKNOWLEDGED by:

ONEWEST BANK, FSB

By: _____
Name:
Title:

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
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IN WITNESS WHEREOF, 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.

TEASDALE QUALITY FOODS, INC.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ONEWEST BANK, FSB

By: *David G. Lyon*
Name: *DAVID G LYON*
Title: *SVP*

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004621 FRAME: 0273

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Registration Date</u>
EMILIO'S	3,207,972	02/13/2007
AUNT PENNY'S	3,207,973	02/13/2007
EMILIO'S	3,345,654	11/27/2007
AUNT PENNY'S	3,345,655	11/27/2007
TEASDALE	3,675,790	09/01/2009
TEASDALE	1,546,605	07/04/1989

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		