

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
River Ranch Fresh Foods, LLC		05/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	national banking association: UNITED STATES

<b>PROPERTY NUMBERS Total: 12</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4124739	TRACKMYVEG
Registration Number:	4101360	HERITAGE BLEND
Registration Number:	3004019	THE SNACKS YOU WON'T REGRET!
Registration Number:	2838706	QUICK SLAW
Registration Number:	3662724	CAFE PARISIAN
Registration Number:	2763978	
Registration Number:	2699845	
Registration Number:	2668564	FRESHHOLD
Registration Number:	2830471	ASSURES FRESHNESS NATURALLY FRESHHOLD BREATHABLE SEAL
Registration Number:	1954726	FRESH HOLD
Registration Number:	1515386	FRESHHOLD
Registration Number:	1250628	RIVER RANCH

OP \$315.00 4124739

**CORRESPONDENCE DATA**

**Fax Number:** 9194168328

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 9192868041

**Email:** pto\_tmconfirmation@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 430 Davis Drive

**Address Line 2:** Suite 500

**Address Line 4:** Morrisville, NORTH CAROLINA 27560

<b>ATTORNEY DOCKET NUMBER:</b>	017625-4761 EAR
<b>NAME OF SUBMITTER:</b>	Ellen A. Rubel
<b>Signature:</b>	/Ellen A. Rubel/
<b>Date:</b>	05/16/2012

**Total Attachments: 4**

- source=Trademarks - River Ranch to BOA#page1.tif
- source=Trademarks - River Ranch to BOA#page2.tif
- source=Trademarks - River Ranch to BOA#page3.tif
- source=Trademarks - River Ranch to BOA#page4.tif

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of May 14, 2012 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
----------------------	--------------------------------------	--------------------------

See Schedule 1 attached hereto.

TRADEMARK APPLICATIONS

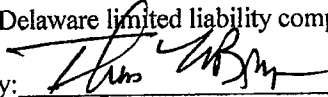
<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
-----------------------------------	---	---------------------------------------

See Schedule 1 attached hereto.

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

River Ranch Fresh Foods, LLC,  
a Delaware limited liability company

By:   
Name: Thomas M. Bryan  
Title: CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned Obligor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

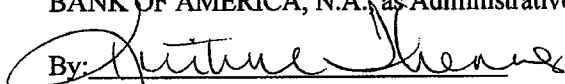
Very truly yours,

River Ranch Fresh Foods, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

BANK OF AMERICA, N.A. as Administrative Agent

By:   
Name: \_\_\_\_\_ KRISTINE THENNES  
Title: \_\_\_\_\_ Vice President

Schedule 1

River Ranch Fresh Foods, LLC  
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
TRACKMYVEG	4124739	4/10/12
HERITAGE BLEND	4101360	2/21/12
THE SNACKS YOU WON'T REGRET!	3004019	10/4/05
QUICK SLAW	2838706	5/4/04
CAFÉ PARISIAN	3662724	8/4/09
Design Only	2763978	9/16/03
Design Only	2699845	3/25/03
FRESHHOLD and Design	2668564	12/31/02
ASSURES FRESHNESS NATURALLY FRESHHOLD BREATHABLE SEAL and Design	2830471	4/6/04
FRESH HOLD	1954726	2/6/96
FRESHHOLD	1515386	12/6/88
RIVER RANCH	1250628	9/6/83