

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
ALLENS, INC.	FORMERLY ALLEN CANNING COMPANY	06/20/2012	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Administrative Agent
Street Address:	225 W. Washington Street, Suite 1450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1384526	EAST TEXAS FAIR
Registration Number:	0323089	POP-EYE
Registration Number:	0206995	ROYAL PRINCE
Registration Number:	1222759	HAPPY CHEF
Registration Number:	0609690	CREST TOP
Registration Number:	0634953	SUGARY SAM
Registration Number:	0748159	PRINCELLA
Registration Number:	0921623	HAPPY CHEF
Registration Number:	0830690	POPEYE
Registration Number:	0787261	WAGON MASTER
Registration Number:	0727305	SHELL OUTS
Registration Number:	1257728	THE ALLENS
Registration Number:	1518159	HAPPY CHEF
Registration Number:	1391213	TINY TENDER

TRADEMARK

Registration Number:	2561146	POPEYE
Registration Number:	1274455	VEG-ALL
Registration Number:	1670404	VEG-ALL
Registration Number:	0866525	VEG-ALL
Registration Number:	3384097	KENTUCKY WONDER STYLE
Registration Number:	3387700	BUTTERFIELD
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH
Registration Number:	3782976	FRYERSIDES

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478/082
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	06/25/2012

Total Attachments: 7
source=Allens Trademark Security Agreement#page1.tif
source=Allens Trademark Security Agreement#page2.tif
source=Allens Trademark Security Agreement#page3.tif
source=Allens Trademark Security Agreement#page4.tif
source=Allens Trademark Security Agreement#page5.tif
source=Allens Trademark Security Agreement#page6.tif
source=Allens Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO CORTLAND CAPITAL MARKET SERVICES LLC PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY CORTLAND CAPITAL MARKET SERVICES LLC HEREUNDER WITH RESPECT TO THE COLLATERAL HEREIN REFERENCED ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 20, 2012 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG BANK OF AMERICA, N.A., AS FIRST LIEN ADMINISTRATIVE AGENT, CORTLAND CAPITAL MARKET SERVICES LLC, AS SECOND LIEN ADMINISTRATIVE AGENT, AND THE CREDIT PARTIES REFERRED TO THEREIN. AS AMONG THE FIRST PRIORITY SECURED PARTIES AND THE SECOND PRIORITY SECURED PARTIES (IN EACH CASE, AS DEFINED IN THE INTERCREDITOR AGREEMENT), IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

This TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2012 (this “Agreement”), is made by ALLENS, INC. f/k/a ALLEN CANNING COMPANY, an Arkansas corporation (the “Grantor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the administrative agent (in such capacity as administrative agent, together with any successor Administrative Agent appointed pursuant to Section 12.8 of the Note Purchase Agreement (as defined below), the “Administrative Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, ALLENS, INC., an Arkansas corporation (the “Issuer”) has entered into a certain Second Lien Note Purchase Agreement dated as of June 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Issuer, certain Subsidiaries of the Issuer from time to time party thereto as guarantors (each such Subsidiary, together with All Veg, LLC, an Arkansas limited liability company (the “Parent”), each being a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto (the “Purchasers”) and Administrative Agent;

WHEREAS, pursuant to the Note Purchase Agreement, Administrative Agent and the Purchasers have agreed to purchase Notes from the Issuer;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Note Purchase Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, (i) Trademark Collateral shall not include any Excluded Assets and (ii) no security interest is granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and

corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Reserved.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Note Document. This Agreement is a Note Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK , WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**

SECTION 8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ALLENS, INC. f/k/a ALLEN CANNING
COMPANY,
an Arkansas corporation

By: Nicholas E. Allen
Name: NICHOLAS E. ALLEN
Title: EXECUTIVE VICE PRESIDENT

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as Administrative Agent

By: Jessica J. Mead
Name:
Title: **Jessica J. Mead
General Counsel**

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>	<u>Registration Date</u>
USA	EAST TEXAS FAIR	1384526	Allens, Inc.	2/25/1986
USA	POP-EYE	323089	Allens, Inc.	4/2/1935
USA	ROYAL PRINCE	206995	Allens, Inc.	12/15/1925
USA	HAPPY CHEF	1222759	Allens, Inc.	1/4/1983
USA	CREST TOP	609690	Allens, Inc.	7/26/1955
USA	SUGARY SAM	634953	Allens, Inc.	9/25/1956
USA	PRINCELLA	748159	Allens, Inc.	4/16/1963
USA	HAPPY CHEF	921623	Allens, Inc.	10/5/1971
USA	POPEYE	830690	Allens, Inc.	6/20/1967
USA	WAGON MASTER	787261	Allens, Inc.	3/23/1965
USA	SHELL OUTS	727305	Allens, Inc.	2/6/1962
USA	THE ALLENS	1257728	Allens, Inc.	11/15/1983
USA	HAPPY CHEF	1518159	Allens, Inc.	12/27/1988
USA	TINY TENDER	1391213	Allens, Inc.	4/22/1986
USA	POPEYE	2561146	Allens, Inc.	4/16/2002
USA	VEG-ALL	1274455	Allens, Inc.	4/17/1984
USA	VEG-ALL	1670404	Allens, Inc.	12/31/1991
USA	VEG-ALL	866525	Allens, Inc.	3/11/1969
USA	KENTUCKY WONDER STYLE	3384097	Allens, Inc.	2/19/2008
USA	BUTTERFIELD	3387700	Allens, Inc.	2/26/2008
USA	THE ALLENS	3463240	Allens, Inc.	7/8/2008
USA	HAPPY CHEF	3437217	Allens, Inc.	5/27/2008
USA	POPEYE	3493373	Allens, Inc.	8/26/2008
USA	CREST TOP	3473424	Allens, Inc.	7/22/2008
USA	STEAM SUPREME	3499927	Allens, Inc.	9/9/2008
USA	HEART HEALTHY TO YOUR GOOD HEALTH	3890644	Allens, Inc.	12/14/2010
USA	FRYERSIDES & Design	3782976	Allens, Inc.	4/27/2010

<u>Pending Trademark Applications</u>				
<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Owner</u>	<u>Filing Date</u>
Canada	STEAMSUPREME	1367292	Allens, Inc.	10/5/2007

Item B. Trademark License

Trademark License Agreement by and between Bonduelle USA Inc. and Issuer dated March 30, 2012