

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
Lakeview Farms, LLC		08/10/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	1225 Seventeenth Street, Suite 2850
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1492452	THE ORIGINAL DILL DIP DOWN HOME FOODS
Registration Number:	3045522	SEÑOR RICO
Registration Number:	2706905	LUISA'S
Registration Number:	2106658	REAL DESSERTS
Registration Number:	2709168	LUISA'S
Registration Number:	2393253	WINKY BRAND
Registration Number:	2393252	WINKY
Registration Number:	3023727	FLAN RICO
Registration Number:	1662659	FLAN RICO
Registration Number:	3713590	GEL BITES
Registration Number:	2944520	FIESTA!
Registration Number:	2209537	SEÑOR RICO

CORRESPONDENCE DATA

Fax Number: (303) 322-

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

Phone: (303) 394-7212

Email: bduggan@ckbrlaw.com

Correspondent Name: Bridget Duggan

Address Line 1: 270 St. Paul Street, Suite 200

Address Line 4: Denver, COLORADO 80206

ATTORNEY DOCKET NUMBER:	204311.018
NAME OF SUBMITTER:	Michael D. Killin Attorney in Fact
Signature:	/Michael D. Killin/
Date:	08/17/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2012, by LAKEVIEW FARMS, LLC, a Delaware limited liability company, (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio state-chartered banking corporation ("Bank")

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of August 4, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor and Bank, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein, and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce it to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- a. all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto (collectively and respectively "Trademarks" and "Trademark Licenses");
- b. all reissues, continuations or extensions 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 proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of the Loan Agreement provide, among other things, that transfer, licensing or sub-licensing of the Trademark Collateral are prohibited except in certain circumstances.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

LAKEVIEW FARMS, LLC

By 
Its President

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By _____
Its _____

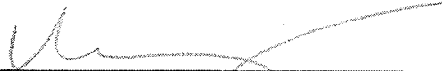
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

LAKEVIEW FARMS, LLC

By _____
Its _____

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By 
Its Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

The Original Dill Dip Down Home Foods, USPTO Registration No. 1492452

Senor Rico, USPTO Registration No. 3045522

Luisa's, USPTO Registration No. 2706905

Real Desserts, USPTO Registration No. 2106658

Luisa's, USPTO Registration No. 2709168

Winky Brand, USPTO Registration No. 2393253

Winky, USPTO Registration No. 2393252

Flan Rico, USPTO Registration No. 3023727

Flan Rico, USPTO Registration No. 1662659

Gel Bites, USPTO Registration No. 3713590

Fiesta!, USPTO Registration No. 2944520

Señor Rico, USPTO Registration No. 2209537

B. TRADEMARK APPLICATIONS:

None

C. TRADEMARK LICENSES:

Manufacturing and Sales Contract between Darifair Foods, Inc. and Lakeview Farms, Inc., dated March 26, 2007.

Letter of Understanding-Manufacturer Agreement between GFA Brands, Inc. and Lakeview Farms, Inc., dated May 13, 2009.

License Agreement between Jelly Belly Candy Company and Lakeview Farms, Inc., dated July 1, 2008, as amended by an undated Addendum. The License Agreement expires on September 30, 2011. All payment obligations under the License Agreement have been satisfied in full.

Patent, Trademark and Service License Agreement between Delkor Systems, Inc. and Lakeview Farms, Inc., dated September 24, 2009.

Letter Agreement between The Kroger Company and Lakeview Farms, Inc., dated June 30, 2009.

Trademark License Agreement between Tampico Beverages, Inc. and Lakeview Farms, Inc., dated August 31, 2009, as amended by a First Amendment to Tampico Trademark License Agreement, dated September 15, 2010.

Asset Sale and License Agreement among Morningstar Foods, LLC, Friendship Dairies, LLC, and Lakeview Farms, Inc., dated September 25, 2009.

Trademark License Agreement between Tampico Beverages, Inc. and Lakeview Farms, Inc., dated December 10, 2010.

Supplier Private Label Contract between Hannaford Bros. Co. and Lakeview Farms, Inc., dated October 18, 2010.

License Agreement between Lakeview Farms, Inc. and Moe's Franchisor LLC, dated February 11, 2011.

Private Label Agreement between Lakeview Farms, Inc. and Ahold U.S.A., Inc., effective August 1, 2008, (for the supply of refrigerated puddings and gelatin), as amended on May 13, 2010. The prices set forth on Schedule A of the amendment, dated May 13, 2010, remain fixed through July 31, 2011. The term of the Agreement expires on July 31, 2011 and, thereafter, the Agreement automatically renews for additional 90-day periods. The parties anticipate signing an amendment to the Agreement on or about September 1, 2011 setting forth new pricing effective August 1, 2011 and extending the term of the Agreement through July 31, 2013.

Private Label Agreement between Lakeview Farms, Inc. and Ahold U.S.A., Inc., effective August 1, 2008, (for the supply of sour cream based dips), as amended on May 13, 2010. The prices set forth on Schedule A of the amendment, dated May 13, 2010, remain fixed through July 31, 2011. The term of the Agreement expires on July 31, 2011 and, thereafter, the Agreement automatically renews for additional 90-day periods. The parties anticipate signing an amendment to the Agreement on or about September 1, 2011 setting forth new pricing effective August 1, 2011 and extending the term of the Agreement through July 31, 2013.

Corporate Brands Supply Agreement between Lakeview Farms, Inc. and BJ's Wholesale Club, Inc., dated June 15, 2011.