

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.		10/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3845009	COLUMBUS. FOUNDED IN SAN FRANCISCO EST. 1917	
Registration Number:	3927260	MANGIA VIVA AMORE	
Registration Number:	3851666	PASSION & PATIENCE	
Registration Number:	3466481	BUON GUSTO	
Registration Number:	3388366	TICINO	
Registration Number:	3606698	SAN FRANCISCO · SAN FRANCISCO · SAUSAGE COMPANY	
Registration Number:	3534851	COLUMBUS SAN FRANCISCO SALUMERIA EST. 1917	
Registration Number:	3509279	COLUMBUS	
Registration Number:	2944472	FARM TO FORK	
Registration Number:	2611719	SAN FRANCISCO SAN FRANCISCO SAUSAGE COMPANY	
Registration Number:	2066452	COLUMBUS	
Registration Number:	1416988	DELI UNIVERSITY	
Registration Number:	1418688	DELI UNIVERSITY	
Registration Number:	936718	COLUMBUS	

Registration Number:	1883726	TICINO
Registration Number:	4222148	COLUMBUS WHOLE CUTS

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0647
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NAME OF SUBMITTER:	Gayle D. Grocke
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Signature:	/gdg/
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Date:	10/18/2012
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 17, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 17, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties 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 all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

COLUMBUS MANUFACTURING, INC.
as Grantor

By: 

Name: Ryan McKenzie

Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Maurice Fitzgerald
Name: Maurice Fitzgerald
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Owner
COLUMBUS. FOUNDED IN SAN FRANCISCO EST. 1917	U.S.	77929884	3845009	7-Sep-10	Columbus Manufacturing, Inc.
MANGIA VIVA AMORE	U.S.	77509996	3927260	8-Mar-11	Columbus Manufacturing, Inc.
PASSION & PATIENCE	U.S.	77979933	3851666	21-Sep- 10	Columbus Manufacturing, Inc.
BUON GUSTO	U.S.	77317217	3466481	15-Jul-08	Columbus Manufacturing, Inc.
TICINO	U.S.	77216801	3388366	26-Feb- 08	Columbus Manufacturing, Inc.
SAN FRANCISCO · SAN FRANCISCO · SAUSAGE COMPANY	U.S.	77217081	3606698	14-Apr- 09	Columbus Manufacturing, Inc.
COLUMBUS SAN FRANCISCO SALUMERIA EST. 1917	U.S.	77213647	3534851	18-Nov- 08	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	77088502	3509279	30-Sep- 08	Columbus Manufacturing, Inc.
FARM TO FORK	U.S.	76483883	2944472	26-Apr- 05	Columbus Manufacturing, Inc.
SAN FRANCISCO SAN FRANCISCO SAUSAGE COMPANY	U.S.	76134913	2611719	27-Aug- 02	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	75024580	2066452	3-Jun-07	Columbus Manufacturing,

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Owner
					Inc.
DELI UNIVERSITY	U.S.	73586407	1416988	11-Nov-06	Columbus Manufacturing, Inc.
DELI UNIVERSITY	U.S.	73586408	1418688	25-Nov-86	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	72368936	936718	27-Jun-72	Columbus Manufacturing, Inc.
TICINO	U.S.	74478722	1883726	14-Mar-95	Columbus Manufacturing, Inc.
BUON GUSTO	Arizona State	36491	36491	8-Nov-95	Columbus Manufacturing, Inc.
BUON GUSTO	California State	91998	91998	29-Mar-90	Columbus Manufacturing, Inc.
DELI UNIVERSITY	California State	25862	25862	21-Feb-86	Columbus Manufacturing, Inc.
DELI UNIVERSITY	California State	25863	25863	21-Feb-86	Columbus Manufacturing, Inc.
BUON GUSTO	Colorado State	19851028192	19851028192	28-Mar-85	Columbus Manufacturing, Inc.
BUON GUSTO	Hawaii State	189299	189299	12-Dec-95	Columbus Manufacturing, Inc.
BUON GUSTO	Idaho State	15092	15092	8-Nov-95	Columbus Manufacturing, Inc.
BUON GUSTO	Montana State	T018299	T018299	20-Mar-95	Columbus Manufacturing, Inc.
BUON GUSTO	Nevada State	TM00190537	TM00190537	5-Mar-85	Columbus Manufacturing, Inc.
BUON GUSTO	Washington State	15629	15629	11-Mar-85	Columbus Manufacturing, Inc.
COLUMBUS WHOLE CUTS	U.S.	77648247	4222148	9-Oct-12	Columbus Manufacturing, Inc.