

10/05/2012

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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):

Landshire, Inc.

- Individual(s)
- Partnership
- Corporation- State: Illinois
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 28, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The PrivateBank and Trust Company, as Administrative Agent

Street Address: 70 W. Madison, Suite 200

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60602

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ 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) _____ Text _____

B. Trademark Registration No.(s)

3602274 3640502 3128285 2702056

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: Kelly J. Iffrig

Internal Address: Carmody MacDonald, P.C.

Street Address: 120 S. Central Ave., Suite 1800

City: St. Louis

State: Missouri Zip: 63105

Phone Number: 314-854-8600

Docket Number: _____

Email Address: kji@carmodymacdonald.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/05/2012 AMULLINS 00000025 3602274

01 FC:8521

Deposit Account Number _____

40.00 JP
75.00 JP

Authorized User Name _____

9. Signature:

Kelly J. Iffrig
Signature
Kelly J. Iffrig

10/1/12
Date

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 Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004887 FRAME: 0525

10-2-12



PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of September 28, 2012, by LANDSHIRE, INC., an Illinois corporation (the "**Grantor**"), in favor of THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (herein, together its successors and assigns in such capacity, the "**Administrative Agent**") for the benefit of itself and the Lenders (as defined below).

RECITALS

A. The Grantor and Trover Family Business, L.L.C., an Illinois limited liability company (collectively the "**Borrowers**"), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the financial institutions that are or may from time to time become parties thereto (together with their respective successors and permitted assigns, the "**Lenders**") and the Administrative Agent, pursuant to which the Lenders have agreed to make Loans to, and issue Letters of Credit for, the account of Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Administrative Agent this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Administrative Agent for itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Administrative Agent for itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**").

This security interest and lien is granted in conjunction with the security interests and liens granted to the Administrative Agent for itself and the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral and the Patent 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LANDSHIRE, INC.

By: 

Name: Dale J. Musick

Title: President, Chief Operating Officer and
Secretary

Acknowledged:
THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____

Name: Ed Dehner

Title: Managing Director

Signature Page to Patent and Trademark Security Agreement of Landshire, Inc.

TRADEMARK
REEL: 004887 FRAME: 0528

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LANDSHIRE, INC.

By: _____

Name: Dale J. Musick

Title: President, Chief Operating Officer and
Secretary

Acknowledged:
THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By:  _____

Name: Ed Dehner

Title: Managing Director

SCHEDULE 1

(Trademark Collateral)

COUNTRY	MARK	SERIAL NO.	REG. NO.	OWNER
United States	Fresh-Cut	77561190	3602274	Landshire, Inc.
United States	Dashboard Deli	77307538	3640502	Landshire, Inc.
United States	Landshire	76049400	3128285	Landshire, Inc.
United States	Landshire Supreme	46355640	2702056	Landshire, Inc.

SCHEDULE 2

(Patent Collateral)

None.