

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
Adams Extract & Spice, LLC		11/30/2012	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	MC 6595, 8850 Boedeker
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2836958	FLAVOR A' LA CARTE
Registration Number:	2918703	PARSLIC
Registration Number:	2918704	CLEARVAN
Registration Number:	2941343	ADAMS BEST
Registration Number:	2996551	ADAMS
Registration Number:	3003329	ADAMS EXTRACT
Registration Number:	3101308	COCINA DEL REY
Registration Number:	3252675	LOUISIANA GOURMET
Registration Number:	3413874	CARNICERIA
Registration Number:	3602926	LIQUID = POWDER
Registration Number:	3570985	SEAR-N-CRUST
Registration Number:	3610039	LAOZI
Registration Number:	3392845	ADAMS RESERVE
Registration Number:	3980991	CULINARY TONIGHT

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 2147455390

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

Phone: 214.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Janie Muennink c/o Winstead PC

Address Line 1: P.O. Box 131851

Address Line 4: Addison, TEXAS 75313

ATTORNEY DOCKET NUMBER:	3134-1586
NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	11/30/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of November 30, 2012, is made by Adams Extract & Spice, LLC, a Texas limited liability company (the "Grantor"), in favor of Comerica Bank (the "Secured Party").

WHEREAS, Grantor and Central Texas Ingredients I, L.L.C. have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of

the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

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SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS



[See Attached]

**ADAMS EXTRACT & SPICE, LLC
TRADEMARK SUMMARY**

MARK	USPTO REGISTRATION NO.	REGISTRATION DATE	REGISTRANT
FLAVOR A' LA CARTE	2,836,958	April 27, 2004	Adams Extract & Spice, LLC
PARSLIC	2,918,703	January 18, 2005	Assigned from Central Texas Ingredients, Inc. August 21, 2012 Reel/Frame 4846/0867 Adams Extract & Spice, LLC
CLEARVAN	2,918,704	January 18, 2005	Adams Extract & Spice, LLC
ADAMS BEST	2,941,343	April 19, 2005	Adams Extract & Spice, LLC
ADAMS	2,996,551	September 20, 2005	Adams Extract & Spice, LLC
ADAMS EXTRACT	3,003,329	October 4, 2005	Adams Extract & Spice, LLC
COCINA DEL REY (The King of King's Kitchen)	3,101,308	June 6, 2006	Adams Extract & Spice, LLC
LOUISIANA GOURMET	3,252,675	June 19, 2007	Assigned from Central Texas Ingredients, Inc. August 21, 2012 Reel/Frame 4846/0867 Adams Extract & Spice, LLC
CARNICERIA	3,413,874	April 22, 2008	Adams Extract & Spice, LLC
LIQUID POWDER & DESIGN	3,602,926	April 7, 2009	Adams Extract & Spice, LLC



**ADAMS EXTRACT & SPICE, LLC
TRADEMARK SUMMARY**

MARK	USPTO REGISTRATION NO.	REGISTRATION DATE	REGISTRANT
SEAR-N-CRUST	3,570,985	February 10, 2009	Adams Extract & Spice, LLC
LAOZI & DESIGN 	3,610,039	April 21, 2009	Adams Extract & Spice, LLC
ADAMS RESERVE	3,392,845	March 4, 2008	Adams Extract & Spice, LLC
CULINARY TONIGHT & DESIGN 	3,980,991	June 21, 2011	Adams Extract & Spice, LLC