

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belshaw Bros., Inc.		12/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4148550	BELSHAW ADAMATIC BAKERY GROUP BELSHAW-ADAMATIC.COM
Registration Number:	2428401	ADAMATIC
Registration Number:	1651337	BELSHAW
Registration Number:	1073472	FILTER FLO
Registration Number:	0766270	DONUT ROBOT

CORRESPONDENCE DATA

Fax Number: 7043738822
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 704-373-4640
 Email: bsmith@mcguirewoods.com
 Correspondent Name: Betty G. Smith, Senior Paralegal
 Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
 Address Line 2: Suite 3000

OP \$140.00 4148550

900243058

**TRADEMARK
 REEL: 004934 FRAME: 0888**

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 4452178-3577

NAME OF SUBMITTER: Betty G. Smith

Signature: /Betty G. Smith/

Date: 01/03/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between BELSHAW BROS., INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

BELSHAW BROS., INC. as Grantor

By: _____

Name: Roger Faw

Title: President

Ali S.p.A.
Ali Group North America Corporation
Trademark Security Agreement
Signature Page

Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Angelo M. Martorana



Title: Assistant Vice President

Ali S.p.A.
Ali Group North America Corporation
Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 004934 FRAME: 0892

Schedule 1

Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
BELSHAW ADAMATIC BAKERY GROUP BELSHAW- ADAMATIC.COM & Design 	4,148,550	May 29, 2012
ADAMATIC	2,428,401	February 13, 2001
BELSHAW & Design 	1,651,337	July 23, 1991
FILTER FLO	1,073,472	September 20, 1977
DONUT ROBOT	766,270	March 10, 1964