

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
H. C. Duke & Son LLC		12/12/2012	LIMITED LIABILITY COMPANY: 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: 7

Property Type	Number	Word Mark
Serial Number:	85615898	TASTE THE DIFFERENCE
Registration Number:	3345611	SWEET CHOICE
Registration Number:	3846070	FUZION 32
Registration Number:	3427592	TWISTED ICE
Registration Number:	1411087	ARCTIC SWIRL
Registration Number:	0565221	ELECTRO FREEZE
Registration Number:	0975009	ELECTRO FREEZE

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

OP \$190.00 85615898

Correspondent Name: Betty G. Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
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

source=H. C. Duke & Son LLC-Trademark Security Agreement#page1.tif
source=H. C. Duke & Son LLC-Trademark Security Agreement#page2.tif
source=H. C. Duke & Son LLC-Trademark Security Agreement#page3.tif
source=H. C. Duke & Son LLC-Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between H. C. DUKE & SON LLC, a Delaware limited liability company (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.

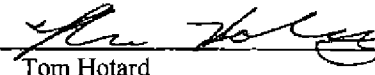
This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (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]

H. C. DUKE & SON LLC, as Grantor

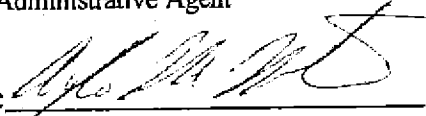
By: 
Name: Tom Hotard
Title: President

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

TRADEMARK
REEL: 004934 FRAME: 0953

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: 0954

Schedule 1

Trademarks

Trademark	Registration No. / Application No.	Registration Date / Filing Date
TASTE THE DIFFERENCE	85/615,898	May 3, 2012
SWEET CHOICE	3,345,611	November 27, 2007
FUZION 32	3,846,070	September 7, 2010
TWISTED ICE	3,427,592	May 13, 2008
ARCTIC SWIRL	1,411,087	September 30, 1986
ELECTRO FREEZE	565,221	October 14, 1952
ELECTRO FREEZE	975,009	December 18, 1973