

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marlen International, Inc.		12/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as agent		
Street Address:	222 South Riverside Bank - 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2107564	OPTI	
Registration Number:	1549832	VARI-KUT	
Registration Number:	3755053	SMART BALANCE	
Registration Number:	3876597	CARRUTHERS	
Registration Number:	3907046	MARLEN	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417.00.0032		

CH \$140.00 2107564

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/03/2013
Total Attachments: 5 source=31417.00.0032 - Confirmatory Assignment of Security Interest#page1.tif source=31417.00.0032 - Confirmatory Assignment of Security Interest#page2.tif source=31417.00.0032 - Confirmatory Assignment of Security Interest#page3.tif source=31417.00.0032 - Confirmatory Assignment of Security Interest#page4.tif source=31417.00.0032 - Confirmatory Assignment of Security Interest#page5.tif	

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the “**Confirmatory Assignment**”) is made effective as of December 7, 2012, by and from MARLEN INTERNATIONAL, INC. (the “**Assignor**”), a Delaware corporation, whose principal address is c/o Pflingsten Partners L.L.C., 300 North LaSalle Street, Suite 5400, Chicago, Illinois 60654, to and in favor of FIFTH THIRD BANK, an Ohio banking corporation, whose principal address is 222 South Riverside Bank, 30th Floor, Chicago, Illinois 60606, as agent (the “**Assignee**”) for the lenders (the “**Lenders**”) from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Marlen International, Inc., a Delaware corporation (the “**Borrower**”), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the “**Security Agreement**”) pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor’s personal property and assets;

WHEREAS, Assignor is the owner of the patents (the “**Patents**”), the trademarks and the goodwill of the business in connection therewith (the “**Trademarks**”), and the copyrights (the “**Copyrights**”), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been made), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

(b) The Assignor hereby collaterally assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor’s right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time

after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same. Notwithstanding anything to the contrary contained in this clause (b), the security interest created by this Confirmatory Assignment shall not extend to, and the term "Trademark" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark hereunder and the security interest granted hereunder shall extend to such Trademark.

(c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(d) This Confirmatory Assignment shall be governed by the laws of the State of Illinois.

(Signature Pages Follow)


*(Signature Page to Confirmatory Assignment of Security Interest
in United States, Patents, Trademarks and Copyrights)*

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

ASSIGNOR:

MARLEN INTERNATIONAL, INC., a
Delaware corporation

By: _____


Blake A. Day
Chief Financial Officer, Vice President and
Secretary

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Trademark:

Registrations:

MARK (LOGO)	APP. NO	APP. DATE	REG. NO.	REG. DATE	STATUS
Opti	74/580,578	09/30/1994	2,107,564	10/21/1997	Renewed
Vari-kut	73/764,285	11/17/1988	1,549,832	08/01/1989	Renewed
Smart balance	77/108,662	02/15/2007	3,755,053	3/2/2010	Active
Carruthers	85/004,533	4/1/2010	3,876,597	9/16/2010	Active
Marlen	85/006,145	4/5/2010	3,907,046	1/18/2011	Active

Patents:

Registrations:

Patent Description	Date of Filing	Patent Number	Date of Issuance	Status
Machine for inserting a sized portion of a food product into a container	12/8/1993	5,401,156	3/28/1995	Active
Dicing machine	2/25/1994	5,425,307	6/20/1995	Active
Multi-lane extended product transfer filling machine	5/22/1995	5,570,562	11/5/1996	Active
Cooked meat pulling apparatus	2/5/1997	5,775,986	7/7/1998	Active
Three dimensional automatic food slicer	1/25/1995	5,784,937	7/28/1998	Active
Food product handling machine	2/4/2002	6,711,877	3/30/2004	Active
Metal detectable elastomeric material for piston seals	6/10/1999	6,113,482	9/5/2000	Active
Quick clean-up dual piston pump	8/19/1994	5,553,985	9/10/1996	Active
Dual-piston pump apparatus	11/7/1994	5,479,847	1/2/1996	Active
Food pump	9/2/1994	5,464,338	11/7/1995	Active
A method and apparatus for production of elongated meat products without casings	2/10/2010	8,241,686	8/14/2012	Active
Thermal processing cabinet with monolithic floor	3/3/2009	7,941,979	5/17/2011	Active
A method for production of elongated meat products without casings	11/10/2010	7,931,929	4/26/2011	Active

Patent Description	Date of Filing	Patent Number	Date of Issuance	Status
An apparatus for production of elongated meat products without casings	4/23/2010	7,845,272	12/7/2010	Active

Copyrights:

None.