

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
TEVA FOODS, INC.		05/16/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	221 S. Figueroa Street		
Internal Address:	Suite 210		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	Bank - National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77938315	TEVA FOODS	
Serial Number:	77938289	TEVA FOODS	
Serial Number:	77938281	TEVA KOSHER FOODS	
Serial Number:	77938278	TEVA	
Serial Number:	85421843	EVE'S KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	7043738839		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas, Paralegal		
Address Line 1:	201 N. Tryon Street, Suite 3000		
Address Line 2:	c/o McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$140.00 77938315

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	05/21/2013
Total Attachments: 5 source=US Bank-Golden West - Trademark Security Agreement (Teva Foods, Inc.)#page1.tif source=US Bank-Golden West - Trademark Security Agreement (Teva Foods, Inc.)#page2.tif source=US Bank-Golden West - Trademark Security Agreement (Teva Foods, Inc.)#page3.tif source=US Bank-Golden West - Trademark Security Agreement (Teva Foods, Inc.)#page4.tif source=US Bank-Golden West - Trademark Security Agreement (Teva Foods, Inc.)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 16th day of May 2013, between TEVA FOODS, INC., a California corporation ("Grantor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of June 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement") by and among Grantor, GOLDEN WEST TRADING, INC., a California corporation, CULVER CITY MEAT CO., INC., a California corporation, COMPLETELY FRESH FOODS, INC., a California corporation, and each other Person that becomes a party thereto pursuant to Section 8.5 of the Financing Agreement as borrowers (each a "Borrower", and, collectively, "Borrowers") and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Financing Agreement and the other Loan Documents, Grantor is required to execute and deliver to Bank this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Bank as security for the Obligations, a continuing first priority 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 (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, licenses, service marks, trade names, and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including, without limitation, those registered trademarks and applications for such registration referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall not be deemed to have granted a security interest in, such items excluded from the Collateral, as specified in the Financing Agreement and the other Loan Documents.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Borrowers, to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Borrower.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks to the extent they constitute Collateral, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5 or the Financing Agreement, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new registered Trademarks or applications for registration of Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Financing Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TEVA FOODS, INC.,
a California corporation

By: _____

Name:

ERIK LITMANDVICA

Title:

CEO

ACCEPTED AND
ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION

By: Wayne G. Elliot

Name: Wayne G. Elliot

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Word Mark	Serial Number	Registration Number	Filing Date
Teva Foods, Inc.	TEVA FOODS	77938315	n/a	2/17/10
Teva Foods, Inc.	TEVA FOODS	77938289	n/a	2/17/10
Teva Foods, Inc.	TEVA KOSHER FOODS	77938281	4127286	1/7/10
Teva Foods, Inc.	TEVA	77938278	n/a	2/17/10
Teva Foods, Inc.	EVE'S KITCHEN	85421843	4138894	9/13/11

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