

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
Jefferies Finance LLC, as Collateral Agent		07/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as successor Collateral Agent
Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	Unlimited Liability Company: CANADA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1631048	RUBY KIST
Registration Number:	2848985	GROWN RIGHT
Registration Number:	3824918	GROWN RIGHT
Registration Number:	1915856	BOO JUICE
Registration Number:	2084905	APPLELICIOUS
Registration Number:	2164535	CLEM'S JUICE BAR
Registration Number:	3605984	DELSEA
Registration Number:	3361019	DELSEA
Registration Number:	3623736	BOMBAY
Registration Number:	2232393	BOMBAY CLASSIC
Registration Number:	2182479	BOMBAY SELECT
Registration Number:	2137490	APPLE STAMPEDE
Registration Number:	2119215	BOMBAY ORIGINAL

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Registration Number:	1510363	BOMBAY GOLD 100
Registration Number:	1493753	BEST VALUE
Registration Number:	1331171	NICHOLSON'S
Registration Number:	1358340	BOMBAY
Registration Number:	1073831	BOMBAY
Registration Number:	0611860	RUBY-KIST
Serial Number:	85337615	DELSEA FARMS
Serial Number:	85181293	NATURE'S BLEND
Serial Number:	77547279	OASIS BREEZE

CORRESPONDENCE DATA

Fax Number: 2127557306
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Evan C. Palenschat
Address Line 1: 222 East 41st Street
Address Line 2: Jones Day
Address Line 4: New York, NEW YORK 10017

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Evan C. Palenschat

Signature:

/Evan C. Palenschat/

Date:

07/12/2013

Total Attachments: 10

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TRADEMARK

AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of July 9, 2013 (this "Amendment"), is made by and among Jefferies Finance LLC, as the resigning Collateral Agent (in such capacity, "**Existing Agent**"), GE Canada Finance Holding Company, as the successor Collateral Agent (in such capacity, "**Successor Agent**") and by each person listed on Schedule 1 hereto (collectively, the "**Pledgors**").

RECITALS

WHEREAS, the Pledgors are party to a U.S. Security Agreement, dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "**U.S. Security Agreement**") in favor of Jefferies Finance LLC, as Collateral Agent;

WHEREAS, pursuant to the U.S. Security Agreement the Pledgors executed that certain Trademark Security Agreement dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), in favor of Jefferies Finance LLC, as Collateral Agent under the Term Loan Agreement (as defined below), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 15, 2011 at Reel 004604, Frames 0937 and 0212 (respectively, for the applicable Pledgor);

WHEREAS, pursuant to the Trademark Security Agreement, each of the Pledgors granted to Jefferies Finance, LLC, as Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgors' rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Attachment 1 hereto;

WHEREAS, pursuant to that certain Agency Transition Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Agency Transition Agreement**") by and among the Existing Agent as resigning Administrative Agent and resigning Collateral Agent (and resigning in all other representative, agent or trustee capacities under the Loan Documents), the Successor Agent, as successor Administrative Agent and successor Collateral Agent, and the other parties thereto, effective upon the Agency Transition Effective Date (as defined in Section 8.1 of the Agency Transition Agreement), the Successor Agent will be appointed as the new Administrative Agent and Collateral Agent (the "**Agency Transfer**") in accordance with that certain Term Loan Agreement, dated as of August 12, 2011, as amended by the Amendment No. 1 and Waiver dated as of November 21, 2011 (as further amended, amended and restated, supplemented or otherwise modified in accordance with the terms thereof, the "**Term Loan Agreement**") and pursuant to the direction of the Required Lenders and Borrower thereunder;

WHEREAS, the Successor Agent has agreed to accept such assignment from the Existing Agent pursuant to the Agency Transition Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Agency Transfer and (ii) evidencing the Agency Transfer in any filing office at which the Trademark Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors, the Existing Agent and the Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

2. Amendment of Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that the Successor Agent shall replace the Existing Agent as Collateral Agent under the Trademark Security Agreement. All references to “Collateral Agent” in the Trademark Security Agreement shall hereafter refer to GE Canada Finance Holding Company in such capacity.

3. Resignation and Assignment. The Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to the Successor Agent. The Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The Existing Agent does hereby cease to be the Collateral Agent under the Trademark Security Agreement, shall be deemed to have resigned in such capacity and shall have no further duties or obligations thereunder in any capacity. The execution and delivery of this Amendment shall not in any way affect or modify the liability or obligations of the Pledgors under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations and liabilities of the Pledgors under the Trademark Security Agreement shall be and remain enforceable by the Successor Agent, or by its successors and assigns, against the Pledgors.

4. Inconsistency: In the event of any inconsistency or ambiguity between this Amendment and the Agency Transition Agreement, the Agency Transition Agreement shall prevail and control.

5. Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6. Section Titles. Section and subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

7. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


8. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

9. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf or .tif format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment.

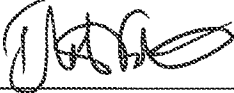
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IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.


JEFFERIES FINANCE, LLC,
as Existing Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

GE CANADA FINANCE HOLDING COMPANY,
as Successor Agent


By: 
Name: Italo Fortino
Its: Duly Authorized Signatory

CLEMENT PAPPAS AND COMPANY, INC.,
as Pledgor

By: 
Name: Glenn R. McKellar
Its: Controller

CP MARYLAND, LLC
as Pledgor

By: Clement Pappas and Company, Inc.
Its: Sole Member


Name: Glenn R. McKellar
Its: Controller

SCHEDULE 1

PLEDGORS



NAME	ADDRESS
Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1 Collins Drive, Suite 200 Carneys Point, NJ 08069-3600




ATTACHMENT 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

PLEDGOR OWNER	MARK	COUNTRY	REG. NO.	APPLICATION NO.	FILING DATE	ISSUE DATE
Clement Pappas and Company, Inc.	RUBY KIST	USA	1631048	74045115	4/2/1990	1/8/1991
Clement Pappas and Company, Inc.	GROWN RIGHT	USA	2848985	76486358	1/29/2003	6/1/2004
Clement Pappas and Company, Inc.	GROWN RIGHT	USA	3824918	77896816	12/18/2009	7/27/2010
Clement Pappas and Company, Inc.	BOO JUICE	USA	1915856	74524836	5/16/1994	8/29/1995
Clement Pappas and Company, Inc.	APPLELICIOUS	USA	2084905	75052831	2/2/1996	7/29/1997
Clement Pappas and Company, Inc.	CLEM'S JUICE BAR	USA	2164535	75131430	7/9/1996	6/9/1998
Clement Pappas Company, Inc.	DELSEA	USA	3605984	77568154	9/11/2008	4/14/2009
Clement Pappas and Company, Inc.	DELSEA	USA	3361019	78979243	8/19/2006	12/25/2007
Clement Pappas & Co., Inc.	BOMBAY	USA	3623736	77257089	8/16/2007	5/19/2009

CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY CLASSIC	USA	2232393	75492515	5/26/1998	3/16/1999
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY SELECT	USA	2182479	75350343	9/2/1997	8/18/1998
Clement Pappas & Co., Inc.	APPLE STAMPEDE	USA	2137490	75277716	4/21/1997	2/17/1998
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY ORIGINAL	USA	2119215	75141893	7/29/1996	12/09/1997
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY GOLD 100 (and design) 	USA	1510363	73669688	7/1/1987	10/25/1988
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BEST VALUE (stylized) BEST VALUE	USA	1493753	73661941	5/20/1987	6/21/1988
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	NICHOLSON'S (stylized) 	USA	1331171	73461531	1/19/1984	4/16/1985
CP Maryland, LLC DBA Clement Pappas and Company,	BOMBAY (stylized)	USA	1358340	73461452	1/18/1984	9/3/1985

Inc.						
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	BOMBAY (stylized) 	USA	1073831	72208603	12/22/1964	9/20/1977
Clement Pappas and Company, Inc.	RUBY-KIST (stylized) 	USA	0611860	71675500	10/26/1954	9/6/1955
Clement Pappas and Company, Inc.	RUBY KIST	Canada	TMA412276	67698300	3/1/1991	5/14/1993
Clement Pappas & Co., Inc.	RUBY KIST	New Jersey	8253	N/A	9/16/1988	

Trademark Application:

PLEDGOR OWNER	MARK	COUNTRY	APPLICATION NO.	FILING DATE
Clement Pappas Company, Inc.	DELSEA FARMS	USA	85337615	6/3/2011
Clement Pappas & Co., Inc.	NATURE'S BLEND	USA	85181293	11/19/2010
Clement Pappas & Co., Inc.	OASIS BREEZE	USA	77547279	8/14/2008