

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
Oregon Ice Cream, LLC		06/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	111 S.W. Fifth Avenue, Suite 400
Internal Address:	Attention: Robert Alexander/James Herbst
City:	Portland
State/Country:	OREGON
Postal Code:	97204
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3175733	ALDEN'S ICE CREAM
Registration Number:	3292119	ALDEN'S ICE CREAM
Registration Number:	3867205	BIG SCOOP
Registration Number:	3186997	CASCADE GLACIER
Registration Number:	2561871	JULIE'S ORGANIC ICE CREAM
Serial Number:	85791423	ALDEN'S

CORRESPONDENCE DATA

Fax Number: 2063599000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (206) 359-8000
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: Grace Han Stanton, c/o Perkins Coie LLP
 Address Line 1: 1201 Third Avenue, Suite 4900

OP \$165.00 3175733

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 012187-7015

NAME OF SUBMITTER: Grace Han Stanton

Signature: /Grace Han Stanton/

Date: 07/12/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of June 25, 2013, is given by OREGON ICE CREAM, LLC, a Delaware limited liability company ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith between Obligor and Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Financing Agreement"), Bank has agreed to extend certain credit to Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, Obligor executed and delivered that certain Security Agreement of even date herewith in favor of Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Obligor pledged and granted to Bank a continuing security interest in all Trademarks (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Bank to extend credit to Obligor pursuant to the Financing Agreement, Obligor agrees, for the benefit of Bank as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement and the Security Agreement.

2. Grant of Security Interest

Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of a Default or an Event of Default, assigns, transfers and conveys the Trademarks (including, without limitation, those items listed on Schedule A attached hereto) (collectively, the "Trademark Collateral") to Bank, to secure payment, performance and observance by Obligor of the Obligations.

3. Purpose

This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The

Security Agreement and the Financing Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

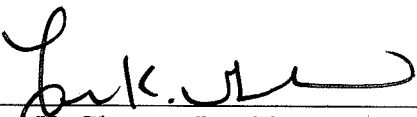
4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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signature page follows]



The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing Trademark Collateral (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Trademark except in accordance with the Security Agreement and Financing Agreement.

OREGON ICE CREAM, LLC,
a Delaware limited liability company

By: 

Tom K. Gleason, President

Schedule A

Mark Name	Owner Name	Application Number & Date	Registration Number & Date	Status	Jurisdiction
ALDEN'S	OREGON ICE CREAM, LLC	App 85791423 App 30-NOV-2012 30		Published (Pending) Section 2(F)	USPTO
ALDEN'S ICE CREAM	OREGON ICE CREAM, LLC	App 78832797 App 08-MAR-2006 30	Reg 3175733 Reg 21-NOV-2006	Registered Supplemental Register	USPTO Disclaims: "ICE CREAM"
	OREGON ICE CREAM, LLC	App 78832794 App 08-MAR-2006 30	Reg 3292119 Reg 11-SEP-2007	Registered	USPTO Disclaims: "ICE CREAM"
BIG SCOOP	OREGON ICE CREAM, LLC	App 77963780 App 19-MAR-2010 30	Reg 3867205 Reg 26-OCT-2010	Registered	USPTO
CASCADE GLACIER	OREGON ICE CREAM, LLC	App 78810430 App 08-FEB-2006 30	Reg 3186997 Reg 19-DEC-2006	Registered	USPTO
	OREGON ICE CREAM, LLC	App 78001018 App 26-MAR-2000 30	Reg 2561871 Reg 16-APR-2002	Renewed (Registered)	USPTO Disclaims: "ORGANIC ICE CREAM"