

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
Patriot Brands, Inc.		08/05/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Country Pure Foods, LLC		
Street Address:	681 W. Waterloo Road		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44314		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4006835	TROPICAL SELECT	
Serial Number:	77874407	TROPICAL SELECT NATURALS	
Serial Number:	85539107	BEACH BREWED	
CORRESPONDENCE DATA			
Fax Number:	3308647986		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3308645550		
Email:	trademarks@hahnlaw.com		
Correspondent Name:	Shannon V. McCue		
Address Line 1:	Hahn Loeser & Parks LLP		
Address Line 2:	One GOJO Plaza, Suite 300		
Address Line 4:	Akron, OHIO 44311		
ATTORNEY DOCKET NUMBER:	016937.00131		

CH \$90.00 4006835

NAME OF SUBMITTER:	Shannon V. McCue
Signature:	/Shannon V. McCue/
Date:	08/05/2013
Total Attachments: 5 source=ExecutedSecurityAgreement#page1.tif source=ExecutedSecurityAgreement#page2.tif source=ExecutedSecurityAgreement#page3.tif source=ExecutedSecurityAgreement#page4.tif source=ExecutedSecurityAgreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2013, by PATRIOT BRANDS, INC., a New Jersey corporation ("Grantor"), in favor of COUNTRY PURE FOODS, LLC, an Ohio limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Letter Agreement dated as of March 5, 2012 by and between Grantor and Secured Party (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Letter Agreement"), Grantor and Secured Party have agreed to certain credit terms and conditions to be used in the Trade Relationship;

WHEREAS, Secured Party is willing to continue to operate under the credit terms and conditions as provided for in the Letter Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Amended and Restated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party 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 its Trademarks to which it is a party including those referred to on Schedule I hereto and any unregistered or "common law" rights on such Trademarks;

(b) all registrations, renewals or reissues of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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.

PATRIOT BRANDS, INC., as Grantor

By: 
Name: ALBERT NICISANTI
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:


COUNTRY PURE FOODS, LLC,
as Secured Party

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New Jersey)
) ss.
COUNTY OF Morris)

On this 5th day of August, 2013 before me personally appeared Albert Nicisanti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PATRIOT BRANDS, INC., a New Jersey corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the necessary corporate action and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CHRISTINE O'ROURKE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/14/2014

[Signature Page to Trademark Security Agreement]

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.

PATRIOT BRANDS, INC., as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COUNTRY PURE FOODS, LLC,
as Secured Party

By: Thomas Kolt
Name: THOMAS KOLT
Title: VP&CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, 2013 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PATRIOT BRANDS, INC., a New Jersey corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the necessary corporate action and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks:

Trademarks:

Mark: Tropical Select

Country: USA

Federal Registration No.: 4006835

Mark: Tropical Select Naturals

Country: USA

Federal Application No./Serial No.: 77874407

Mark: Beach Brewed

Country: USA

Federal Application No./Serial No.: 85539107