

## 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
CUIZINA FOOD COMPANY, LLC		08/21/2013	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	1420 Fifth Avenue, 11th Floor		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1426752	CUIZINA ITALIA	
Registration Number:	3005535	CUIZINA FOOD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2063597854		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2063596854		
Email:	jnelson@perkinscoie.com		
Correspondent Name:	Jeffrey A. Nelson		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	12187.2430		
NAME OF SUBMITTER:	Jeffrey A. Nelson		
Signature:	/Jeffrey A. Nelson/		

OP \$65.00 1426752

Date:

09/06/2013

**Total Attachments: 4**

source=Notice of Grant of Security Interest - Cuizina Food Company#page1.tif

source=Notice of Grant of Security Interest - Cuizina Food Company#page2.tif

source=Notice of Grant of Security Interest - Cuizina Food Company#page3.tif

source=Notice of Grant of Security Interest - Cuizina Food Company#page4.tif

**NOTICE OF GRANT OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

This Notice of Grant of Security Interest in Trademark Rights (this "Agreement") dated as of August 21, 2013, is given by CUIZINA FOOD COMPANY, LLC, a Washington limited liability company ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank"), located at 1420 Fifth Avenue, 11th Floor, Seattle, WA 98101.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement executed on or about August 21, 2013 among Grantor and certain other borrowers party thereto, and U.S. Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Credit Agreement"), U.S. Bank has agreed to extend certain credit to Grantor and certain other borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered that certain Security Agreement of even date herewith in favor of U.S. Bank (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Grantor pledged and granted to U.S. 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 U.S. Bank to extend credit to Grantor and the other borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of U.S. 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 Credit Agreement and the Security Agreement.

**2. Grant of Security Interest**

Grantor 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 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 U.S. Bank, to secure payment, performance and observance by Grantor of the Obligations.

**3. Purpose**

This Agreement has been executed and delivered by Grantor 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 U.S. Bank in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Credit Agreement (and all rights and remedies of U.S. Bank thereunder) shall remain in full force and effect in accordance with its terms.

**4. Acknowledgment**


Grantor does hereby further acknowledge and affirm that the rights and remedies of U.S. Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit 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.

[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 Credit Agreement.

GRANTOR:

CUIZINA FOOD COMPANY, LLC, a  
Washington limited liability company

By:   
Name: Jamie Colbourne  
Title: CEO

SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (CUIZINA)

**TRADEMARK**  
**REEL: 005106 FRAME: 0315**

Schedule A

**Trademarks**

Registration No.	Date	Description
1426752	6/16/1986	Crizina Italia
3005535	7/19/2004	Caizina Food Company