

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allens, Inc.		10/31/2013	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1384526	EAST TEXAS FAIR	
Registration Number:	0323089	POP-EYE	
Registration Number:	0206995	ROYAL PRINCE	
Registration Number:	1222759	HAPPY CHEF	
Registration Number:	0609690	CREST TOP	
Registration Number:	0634953	SUGARY SAM	
Registration Number:	0748159	PRINCELLA	
Registration Number:	0921623	HAPPY CHEF	
Registration Number:	0830690	POPEYE	
Registration Number:	0787261	WAGON MASTER	
Registration Number:	0727305	SHELL OUTS	
Registration Number:	1257728	THE ALLENS	
Registration Number:	1518159	HAPPY CHEF	
Registration Number:	1391213	TINY TENDER	

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Registration Number:	2561146	POPEYE
Registration Number:	1274455	VEG-ALL
Registration Number:	1670404	VEG-ALL
Registration Number:	0866525	VEG-ALL
Registration Number:	3384097	KENTUCKY WONDER STYLE
Registration Number:	3387700	BUTTERFIELD
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH
Registration Number:	3782976	FRYERSIDES
Serial Number:	85351155	GARDEN CLASSICS

#### 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: Beth D. Vogel

Address Line 1: Jones Day

Address Line 2: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-605015
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NAME OF SUBMITTER:	Beth D. Vogel
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Signature:	/Beth D. Vogel/
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Date:	11/05/2013
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#### Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2013 (this "Agreement"), is made by ALLENS, INC., an Arkansas corporation and a debtor and debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (as defined below) (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

**WITNESSETH:**

WHEREAS, on October 28, 2013 (the "Petition Date"), the Grantor and All Veg, LLC, an Arkansas limited liability company (the "Parent"), commenced Chapter 11 Case Nos. 13-73597 and 13-73598 as administratively consolidated at Chapter 11 Case No. 13-73597 (collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization under the United States Bankruptcy Code, Title 11 of United States Code (11 U.S.C. § 101, et seq.) (the "Bankruptcy Code") with the United States Bankruptcy Court for the Western District of Arkansas;

WHEREAS, from and after the Petition Date, the Grantor and Parent continues to operate its business and manage its property as a debtor and a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, in connection with the Chapter 11 Cases the Grantor has entered into that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of October 31, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain subsidiaries of the Grantor from time to time party thereto as guarantors, in each case as debtors and debtors-in-possession in the Chapter 11 Cases, the financial institutions from time to time party thereto (the "Lenders"), the L/C Issuer and the Administrative Agent, pursuant to which the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to continue or make Loans, advances and other extensions of credit to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of October 31, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 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 Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to the Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, no security interest is granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under Applicable Law.

SECTION 3. Security Agreement and Financing Orders. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement and the Financing Orders (as defined in the Credit Agreement). The Security Agreement and the Financing Orders (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the Financing Orders, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**


SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

ALLENS, INC.

By:   
Name: Jonathan Hickman  
Title: Chief Restructuring Officer

[Signature Page to Trademark Security Agreement]

CU 1006116

**TRADEMARK**  
**REEL: 005146 FRAME: 0899**

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: 

Name: Peter M. Walther

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

CHI-1906116

**TRADEMARK**  
**REEL: 005146 FRAME: 0900**

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	EAST TEXAS FAIR	1384526	2/25/1986
USA	POP-EYE	323089	4/2/1935
USA	ROYAL PRINCE	206995	12/15/1925
USA	HAPPY CHEF	1222759	1/4/1983
USA	CREST TOP	609690	7/26/1955
USA	SUGARY SAM	634953	9/25/1956
USA	PRINCELLA	748159	4/16/1963
USA	HAPPY CHEF	921623	10/5/1971
USA	POPEYE	830690	6/20/1967
USA	WAGON MASTER	787261	3/23/1965
USA	SHELL OUTS	727305	2/6/1962
USA	THE ALLENS	1257728	11/15/1983
USA	HAPPY CHEF	1518159	12/27/1988
USA	TINY TENDER	1391213	4/22/1986
USA	POPEYE	2561146	4/16/2002
USA	VEG-ALL	1274455	4/17/1984
USA	VEG-ALL	1670404	12/31/1991
USA	VEG-ALL	866525	3/11/1969
USA	KENTUCKY WONDER		
	STYLE	3384097	2/19/2008
USA	BUTTERFIELD	3387700	2/26/2008
USA	THE ALLENS	3463240	7/8/2008
USA	HAPPY CHEF	3437217	5/27/2008
USA	POPEYE	3493373	8/26/2008
USA	CREST TOP	3473424	7/22/2008
USA	STEAMSUPREME	3499927	9/9/2008
USA	HEART HEALTHY TO		
	YOUR GOOD HEALTH	3890644	12/14/2010
USA	FRYERSIDES & Design	3782976	4/27/2010
Great Britain	POPEYE	560045	5/10/1935
Mexico	ROYAL PRINCE	469218	08/10/1994
Mexico	PRINCELLA	469217	08/10/1994
Mexico	HAPPY CHEF & DESIGN	474123	09/20/1994
Mexico	CREST TOP	469211	08/10/1994
Mexico	WAGON MASTER	469215	08/10/1994
Mexico	THE ALLENS	469221	08/10/1994
Mexico	JALAPINTO	469213	08/10/1994
Mexico	HAPPY CHEF	487329	04/17/1995
Mexico	VEG-ALL	617425	09/23/1999
Canada	STEAMSUPREME	835399	10/31/2012



Mexico	STEAMSUPREME	1069321	10/28/2008
Canada	CHILL-RIPE	670434	08/18/2006
Mexico	CREST TOP & DESIGN	936665	07/07/2009

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	GARDEN CLASSICS	85/351155	6/20/2011
Cuba	VEG-ALL	8252002	10/14/2002
Nigeria	ALLENS	201204911	04/04/2012
Australia	FRESHLIKE SELECTS	1556219	05/09/2013
Botswana, Lesotho, Malawi, Namibia, Swaziland (ARIPO Treaty)	PRINCELLA		09/2013
Ghana	PRINCELLA		09/2013
Mozambique	PRINCELLA		09/2013
Nigeria	PRINCELLA		09/2013
South Africa	PRINCELLA		09/2013
Zambia	PRINCELLA		09/2013
Costa Rica	PRINCELLA		09/2013
El Salvador	PRINCELLA		09/2013
Guatemala	PRINCELLA		09/2013
Honduras	PRINCELLA		09/2013
Nicaragua	PRINCELLA		09/2013
China	PRINCELLA		09/2013
Japan	PRINCELLA		09/2013

Item B. Trademark Licenses

Trademark License Agreement by and between Bonduelle USA Inc. and Allens, Inc. dated March 30, 2012.