

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
ORCHARD BRANDS CORPORATION		12/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77797863	ORCHARD BRANDS	
CORRESPONDENCE DATA			
Fax Number:	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.863.7266		
Email:	justin.debruyne@goldbergkohn.com		
Correspondent Name:	Justin DeBruyne		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7129.006		
NAME OF SUBMITTER:	Justin DeBruyne		
Signature:	/justin debruyne/		

OP \$40.00 77797863

Date:

12/20/2013

Total Attachments: 5

source=Orchard Brands Corporation#page1.tif

source=Orchard Brands Corporation#page2.tif

source=Orchard Brands Corporation#page3.tif

source=Orchard Brands Corporation#page4.tif

source=Orchard Brands Corporation#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

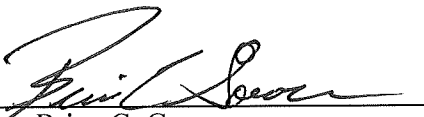
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORCHARD BRANDS CORPORATION

By: 
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____

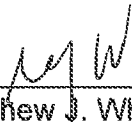
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORCHARD BRANDS CORPORATION

By: _____
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By:  _____
Name: Matthew J. Whitcomb
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
ORCHARD BRANDS	77797863	N/A	N/A