

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
Discovery Foods, LLC		12/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	111 W. Monroe, 20E
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian Chartered Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3050596	
Registration Number:	3050732	
Registration Number:	3269472	
Registration Number:	2147437	LING LING
Registration Number:	2353839	LING LING
Registration Number:	3032244	LING LING
Registration Number:	3032370	LING LING
Registration Number:	3032245	LING LINGS
Registration Number:	3812201	VIP SUPREME

CORRESPONDENCE DATA

Fax Number: 2156562498
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-656-3381

CH \$240.00 3050596

Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 4900
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	BMO-1-B\375068-007
NAME OF SUBMITTER:	William L. Bartow
Signature:	/WLB/
Date:	12/26/2013
Total Attachments: 5 source=7-Discovery LLC TM#page1.tif source=7-Discovery LLC TM#page2.tif source=7-Discovery LLC TM#page3.tif source=7-Discovery LLC TM#page4.tif source=7-Discovery LLC TM#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

December 26, 2013

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), dated as of the date first written above, is made by DISCOVERY FOODS, LLC, a Delaware limited liability company, located at 3355 W. Alabama Street, Suite 730, Houston, TX 77098-1866 (the “**Grantor**”), in favor of Bank of Montreal, as administrative agent (the “**Agent**”) for the several banks and other financial institutions (the “**Lenders**”) from time to time parties to that certain Term Loan B Credit Agreement, dated as of the date first written above (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Windsor Quality Holdings LP, Windsor Quality Food Company Ltd. (the “**Borrower**”), the Lenders party thereto, the Agent, and the other agents named therein.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Grantor and certain other subsidiaries of the Borrower, Borrower and Holdings have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Secured Parties, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the “**Collateral**”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

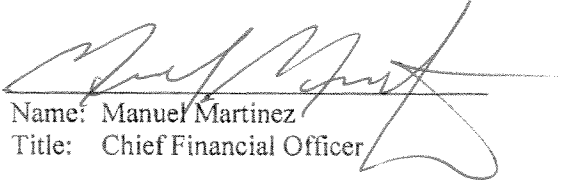
SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

DISCOVERY FOODS, LLC,
as Grantor

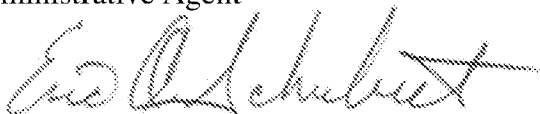
By:


Name: Manuel Martinez
Title: Chief Financial Officer

[Signature Page to Term Loan B Trademark Security Agreement (Discovery Foods, LLC)]

TRADEMARK
REEL: 005182 FRAME: 0473

BANK OF MONTREAL,
as Administrative Agent

By: 

Name: Eric Schubert

Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER	OWNER
Panda design	3,050,596	78553730	Discovery Foods, LLC
Panda design	3,050,732	78557044	Discovery Foods, LLC
Panda design	3,269,472	78596816	Discovery Foods, LLC
LING LING (and design)	2,147,437	75229778	Discovery Foods, LLC
LING LING (and design)	2,353,839	75771440	Discovery Foods, LLC
LING LINGS	3,032,244	78536220	Discovery Foods, LLC
LING LING	3,032,370	78557010	Discovery Foods, LLC
LING LINGS	3,032,245	78536256	Discovery Foods, LLC
VIP SUPREME	3,812,201	77979609	Discovery Foods, LLC

Exclusive Licenses in U.S. Trademarks and Trademark Applications

<u>OWNER/ LICENSOR</u>	<u>GRANTOR/ LICENSEE</u>	<u>REGISTRATION NO./APPLICATION NO.</u>	<u>TITLE</u>	<u>NAME OF LICENSE</u>	<u>DATE OF LICENSE</u>
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NONE.