

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                                    | Formerly | Execution Date | Entity Type                         |
|---|----------|----------------|-------------------------------------|
| SAGER CREEK ACQUISITION CORP.           |          | 02/28/2014     | CORPORATION: DELAWARE               |
| HICO HOLDINGS LLC                       |          | 02/28/2014     | LIMITED LIABILITY COMPANY: DELAWARE |
| 1121 East Jefferson Street Holdings LLC |          | 02/28/2014     | LIMITED LIABILITY COMPANY: DELAWARE |
| 407 Fayetteville Avenue Holdings LLC    |          | 02/28/2014     | LIMITED LIABILITY COMPANY: DELAWARE |
| 501 Guidry Street Holdings LLC          |          | 02/28/2014     | LIMITED LIABILITY COMPANY: DELAWARE |
| 1208 Virginia Street Holdings LLC       |          | 02/28/2014     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Pathlight Capital LLC, as Administrative Agent |
| <b>Street Address:</b> | One Post Office Square, Suite 3765             |
| <b>City:</b>           | Boston   |
| <b>State/Country:</b>  | MASSACHUSETTS                                  |
| <b>Postal Code:</b>    | 02109  |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE            |

**PROPERTY NUMBERS Total: 27**

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 1384526 | EAST TEXAS FAIR |
| Registration Number: | 323089  | POP-EYE         |
| Registration Number: | 206995  | ROYAL PRINCE    |
| Registration Number: | 1222759 | HAPPY CHEF      |
| Registration Number: | 609690  | CREST TOP       |
| Registration Number: | 634953  | SUGARY SAM      |

OP \$690.00 1384526

|                      |         |                                   |
|----------------------|---------|-----------------------------------|
| Registration Number: | 748159  | PRINCELLA                         |
| Registration Number: | 921623  | HAPPY CHEF                        |
| Registration Number: | 830690  | POPEYE                            |
| Registration Number: | 787261  | WAGON MASTER                      |
| Registration Number: | 727305  | SHELL OUTS                        |
| Registration Number: | 1257728 | THE ALLENS                        |
| Registration Number: | 1518159 | HAPPY CHEF                        |
| Registration Number: | 1391213 | TINY TENDER                       |
| Registration Number: | 2561146 | POPEYE                            |
| Registration Number: | 1274455 | VEG-ALL                           |
| Registration Number: | 1670404 | VEG-ALL                           |
| Registration Number: | 866525  | 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                        |

**CORRESPONDENCE DATA**

Fax Number: 6173417701

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

Phone: 6173417729

Email: [kschmidt@morganlewis.com](mailto:kschmidt@morganlewis.com)

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 2: c/o Morgan Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Katarzyna Schmidt   |
| Signature:         | /Katarzyna Schmidt/ |
| Date:              | 03/03/2014          |

Total Attachments: 8

**TRADEMARK**  
**REEL: 005228 FRAME: 0037**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014 (this "Agreement"), is made by SAGER CREEK ACQUISITION CORP., a Delaware corporation (the "Borrower"), HICO HOLDINGS LLC, a Delaware limited liability company (the "Parent") and each other Person listed on the signature pages hereof or that becomes a party hereto (together with the Borrower and Parent, collectively, the "Grantors" and each, a "Grantor"), in favor of PATHLIGHT CAPITAL LLC, as the administrative agent (together with its successor(s) in such capacity, the "Administrative Agent") for each of the Secured Parties.

### W I T N E S S E T H:

WHEREAS, the Grantors, each Subsidiary of the Borrower from time to time party thereto as guarantors, the Administrative Agent and the financial institutions from time to time party thereto (the "Lenders") have entered into that certain Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Administrative Agent and the Lenders have agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantors are 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, each 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, each 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. Each Grantor hereby grants to the Administrative Agent, for its benefit and the benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such 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 such 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, (i) Trademark Collateral shall not include any Excluded Assets and (ii) 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. This Agreement has been executed and delivered by each 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. The Security Agreement (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. Authorization to Supplement. The Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future Trademark Collateral of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

SECTION 5. Acknowledgment. Each 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, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. 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 7. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**


SECTION 8. 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 an executed counterpart of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9. 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.

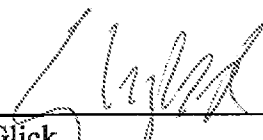
*[Signature Pages Follow]*

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.

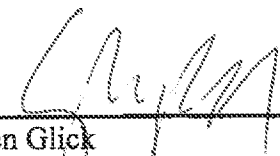
**SAGER CREEK ACQUISITION CORP.,**  
as a Grantor

By:   
Name: Steven Glick  
Title: Secretary & Treasurer

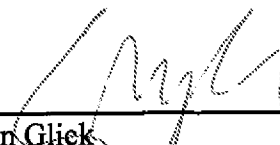
**HICO HOLDINGS LLC,**  
as a Grantor

By:   
Name: Steven Glick  
Title: Secretary & Treasurer

**1121 EAST JEFFERSON STREET HOLDINGS  
LLC, as a Grantor**

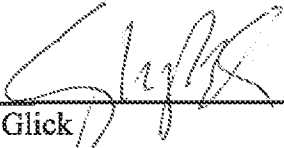
By:   
Name: Steven Glick  
Title: Authorized Person

**407 FAYETTEVILLE AVENUE HOLDINGS  
LLC, as a Grantor**

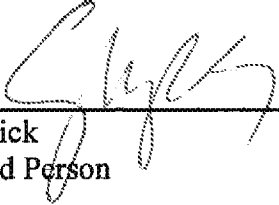
By:   
Name: Steven Glick  
Title: Authorized Person

**GRANTORS (Con't):**

**501 GUIDRY STREET HOLDINGS LLC,**  
as a Grantor

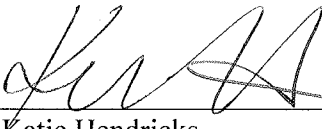
By:   
Name: Steven Glick  
Title: Authorized Person

**1208 VIRGINIA STREET HOLDINGS LLC,**  
as a Grantor

By:   
Name: Steven Glick  
Title: Authorized Person



**PATHLIGHT CAPITAL LLC,**  
as Administrative Agent

By:   
Name: Katie Hendricks  
Title: Vice President

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> |
|----------------|--------------------------------------|-------------------------|--------------------------|
| U.S.           | EAST TEXAS FAIR                      | 1384526                 | 02/25/1986               |
| U.S.           | POP-EYE                              | 323089                  | 04/02/1935               |
| U.S.           | ROYAL PRINCE                         | 206995                  | 12/15/1925               |
| U.S.           | HAPPY CHEF                           | 1222759                 | 01/04/1983               |
| U.S.           | CREST TOP                            | 609690                  | 07/26/1955               |
| U.S.           | SUGARY SAM                           | 634953                  | 09/25/1956               |
| U.S.           | PRINCELLA                            | 748159                  | 04/16/1963               |
| U.S.           | HAPPY CHEF                           | 921623                  | 10/05/1971               |
| U.S.           | POPEYE                               | 830690                  | 06/20/1967               |
| U.S.           | WAGON MASTER                         | 787261                  | 03/23/1965               |
| U.S.           | SHELL OUTS                           | 727305                  | 02/06/1962               |
| U.S.           | THE ALLENS                           | 1257728                 | 11/15/1983               |
| U.S.           | HAPPY CHEF                           | 1518159                 | 12/27/1988               |
| U.S.           | TINY TENDER                          | 1391213                 | 04/22/1986               |
| U.S.           | POPEYE                               | 2561146                 | 04/16/2002               |
| U.S.           | VEG-ALL                              | 1274455                 | 04/17/1984               |
| U.S.           | VEG-ALL                              | 1670404                 | 12/31/1991               |
| U.S.           | VEG-ALL                              | 866525                  | 03/11/1969               |
| U.S.           | KENTUCKY WONDER STYLE                | 3384097                 | 02/19/2008               |
| U.S.           | BUTTERFIELD                          | 3387700                 | 02/26/2008               |
| U.S.           | THE ALLENS                           | 3463240                 | 07/08/2008               |
| U.S.           | HAPPY CHEF                           | 3437217                 | 05/27/2008               |
| U.S.           | POPEYE                               | 3493373                 | 08/26/2008               |
| U.S.           | CREST TOP                            | 3473424                 | 07/22/2008               |
| U.S.           | STEAMSUPREME                         | 3499927                 | 09/09/2008               |
| U.S.           | HEART HEALTHY TO YOUR<br>GOOD HEALTH | 3890644                 | 12/14/2010               |
| U.S.           | FRYERSIDES & Design                  | 3782976                 | 04/27/2010               |

Pending Trademark Applications

| <u>Country</u> | <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|----------------|------------------|-------------------|--------------------|
| None           |                  |                   |                    |

Trademark Applications in Preparation

| <u>Country</u> | <u>Trademark</u> | <u>Docket No.</u> | <u>Expected Filing Date</u> | <u>Products/Services</u> |
|----------------|------------------|-------------------|-----------------------------|--------------------------|
|----------------|------------------|-------------------|-----------------------------|--------------------------|

None

Item B. Trademark Licenses

| <u>Country or Territory</u> | <u>Trademark</u> | <u>Licensor</u>            | <u>Licensee</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-----------------------------|------------------|----------------------------|-----------------|-----------------------|------------------------|
| U.S.                        | Freshlike        | Birds Eye Foods, Inc.      | Borrower        | 03/01/2004            | None                   |
| U.S.                        | Trappey's        | Trappey's Fine Foods, Inc. | Borrower        | 03/07/1991            | None                   |