

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
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

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	National Association: UNITED STATES

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

Correspondent Name: Katarzy

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
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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”) and 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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (together with its successor(s) in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors, each Subsidiary of the Borrower from time to time party thereto (the “Subsidiary Guarantors”), the Administrative Agent and the financial institutions from time to time party thereto (the “Lenders”) have entered into that certain Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Administrative Agent, the Lenders and the L/C Issuer 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, 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 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 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.

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

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

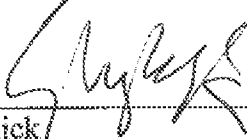
By: 
Name: Steven Glick
Title: Authorized Person

1208 VIRGINIA STREET HOLDINGS LLC, as a Grantor

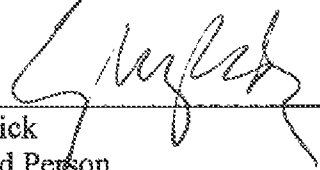
By: 
Name: Steven Glick
Title: Authorized Person

[Signature Page to Trademark Security Agreement]

501 GUIDRY STREET HOLDINGS LLC, as a
Grantor

By: 
Name: Steven Glick
Title: Authorized Person

1121 EAST JEFFERSON STREET HOLDINGS
LLC, as a Grantor

By: 
Name: Steven Glick
Title: Authorized Person

[Signature Page to Trademark Security Agreement]

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**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Brian T. Kennedy
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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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 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