

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM297641

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marlen International, Inc.		03/10/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2107564	OPTI	
<b>Registration Number:</b>	1549832	VARI-KUT	
<b>Registration Number:</b>	3907046	MARLEN	
<b>Registration Number:</b>	3876597	CARRUTHERS	
<b>Registration Number:</b>	3755053	SMART BALANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2026638000		
<b>Email:</b>	dctm@pillsburylaw.com		
<b>Correspondent Name:</b>	Patrick J. Jennings		
<b>Address Line 1:</b>	2300 N Street, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	042802-0000114		
<b>NAME OF SUBMITTER:</b>	Patrick J. Jennings		
<b>SIGNATURE:</b>	/Pat Jennings/		
<b>DATE SIGNED:</b>	03/10/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2014 (this “Agreement”), is made by Marlen International, Inc. (the “Grantor”) in favor of BNP Paribas, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any other applicable government authority.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all personal property of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Recordation**

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer of any applicable government authority record this Agreement.

**SECTION 5. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

**SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

**MARLEN INTERNATIONAL, INC.**

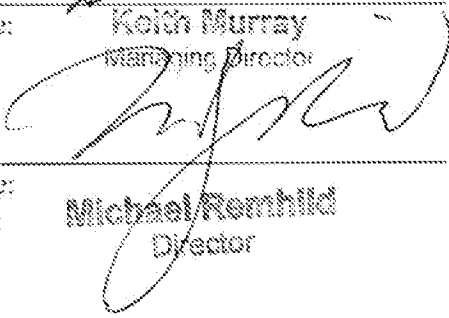
By: *Craig Tompkins*  
Name: Craig Tompkins  
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

Accepted and Agreed:

**BNP PARIBAS**, as Collateral Agent

By:   
Name: **Keith Murray**  
Title: **Managing Director**

By:   
Name: **Michael Remhild**  
Title: **Director**

[Signature page to Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Mark	Registration No.	Registration Date
OPTI	Registration: 2,107,564	10-21-97
VARI-KUT	Registration: 1,549,832	08-01-89
MARLEN	Registration: 3,907,046	01-18-11
CARRUTHERS	Registration: 3,876,597	11-16-10
SMART BALANCE	Registration: 3,755,053	03-02-10