

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM300438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harlan Holdings, Inc.		04/02/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch		
<b>Street Address:</b>	677 Washington Boulevard, 6th Floor		
<b>Internal Address:</b>	Attn: Banking Products Services		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking Corporation: <del>UNKNOWN</del> CONNECTICUT		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3950565	HAN	
<b>Registration Number:</b>	3868050	HARLAN	
<b>Registration Number:</b>	1718510	HOLTZMAN	
<b>Registration Number:</b>	1671291	SD	
<b>Registration Number:</b>	1321122	SPRAGUE DAWLEY	
<b>Registration Number:</b>	3856744	TEKLAD GLOBAL DIETS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Meghan Hungate c/o Willkie Farr & Gallag		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122425.00001/MHH		
<b>NAME OF SUBMITTER:</b>	Meghan M. Hungate		
<b>SIGNATURE:</b>	/meghanmhungate/		
<b>DATE SIGNED:</b>	04/04/2014		

CH \$165.00 3950565

**Total Attachments: 5**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 2, 2014, by Harlan Holdings, Inc. (the "Pledgor"), in favor of UBS AG, Stamford Branch, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

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

WHEREAS, the Pledgor is a party to a U.S. Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is 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 Credit Agreement, the Pledgor hereby agrees 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. 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 the Pledgor:

- (a) Trademarks of the 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 Pledgor hereby acknowledges and affirms 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 unless the Collateral Agent shall otherwise determine.

Section 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks 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.

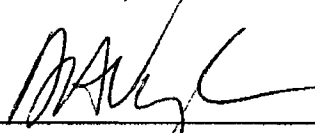
*[signature page follows]*

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

Very truly yours,

HARLAN HOLDINGS, INC.

By:



Name: Doug Vaughan  
Title: Chief Financial officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By:

\_\_\_\_\_  
Name:  
Title:

By:

\_\_\_\_\_  
Name:  
Title:

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

Very truly yours,

HARLAN HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,

as Collateral Agent

By: Lana Gifas  
Name: Lana Gifas  
Title: Director  
Banking Products Services, US

By: Jennifer Anderson  
Name: Jennifer Anderson  
Title: Associate Director  
Banking Product Services, US

SCHEDULE I

to

**TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Owner Name	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	HAN	REGISTERED	85112010 8/20/10	3950565 4/26/11
HARLAN HOLDINGS, INC.	HARLAN 	REGISTERED	77587899 10/7/08	3868050 10/26/10
HARLAN HOLDINGS, INC.	HOLTZMAN	REGISTERED	74131694 1/14/91	1718510 9/22/92
HARLAN HOLDINGS, INC.	SD	REGISTERED	74158076 4/17/91	1671291 1/7/92
HARLAN HOLDINGS, INC.	SPRAGUE DAWLEY	REGISTERED	73463830 2/2/84	1321122 2/19/85
HARLAN HOLDINGS, INC.	TEKLAD GLOBAL DIETS	REGISTERED	77953032 3/8/10	3856744 10/5/10