

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315799

<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>
Spartan Foods of America, Inc.		09/02/2014	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3905001	CAMILLO'S	
<b>Registration Number:</b>	3750572	DABERTO'S	
<b>Registration Number:</b>	1968176	THE START OF SOMETHIN' GOOD!	
<b>Registration Number:</b>	1697843	MAMA MARY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123322196		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.863.7266		
<b>Email:</b>	justin.debruyne@goldbergkohn.com		
<b>Correspondent Name:</b>	Justin DeBruyne, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn, 55 E. Monroe St.		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	3630.182		
<b>NAME OF SUBMITTER:</b>	Justin DeBruyne		
<b>SIGNATURE:</b>	/justin debruyne/		
<b>DATE SIGNED:</b>	09/02/2014		
<b>Total Attachments: 3</b>			

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**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 2, 2014, by SPARTAN FOODS OF AMERICA, INC. ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 2, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

SPARTAN FOODS OF AMERICA, INC., a South  
Carolina corporation

By:   
Name: Daniel L. DeSantis  
Title: Chairman

**SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS**

**Trademark Registrations and Applications**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CAMILLO'S	77714435	3905001	1/11/11
DABERTO'S	77605881	3750572	2/16/10
THE START OF SOMETHIN' GOOD!	74643881	1968176	4/16/96
MAMA MARY'S	74122971	1697843	6/30/92