

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mariani Packing Co., Inc.		10/02/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	601 South Figueroa St.		
Internal Address:	Suite 3690		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	3389882	CRANBERRY CRUNCH	
Registration Number:	3382923	CREAMY DREAMY RAISINS	
Registration Number:	2881518		
Registration Number:	2683371	MARIANI	
Registration Number:	2879754	MARIANI	
Registration Number:	2879753	MARIANI	
Registration Number:	2879750	MARIANI	
Registration Number:	1198114	MARIANI	
Registration Number:	2879755	MARIANI	
Registration Number:	2881896	MARIANI	
Registration Number:	2881895	MARIANI	
Registration Number:	2897507	PA MARIANI OUR FAMILY'S BEST SINCE 1906	
Registration Number:	2879751	MARIANI OUR FAMILY'S BEST SINCE 1906	
Registration Number:	2427821	OUR FAMILY'S BEST MARIANI SINCE 1906 P M	
Registration Number:	3552172	ORGANIC	
Registration Number:	3552173	ORGANIC	
Registration Number:	3518398	ORGANIC BY MARIANI	
Registration Number:	3376045	ORGANIC BY MARIANI	
Registration Number:	2609646	PLUMS PLUS	
TRADEMARK			

CH \$1190.00 3389882

Property Type	Number	Word Mark
Registration Number:	4050767	TOUCHLOCK
Registration Number:	3382922	TROPICAL ISLAND BLAST
Registration Number:	3542096	VIN MARIANI
Registration Number:	2609645	ULTIMATE APRICOTS
Registration Number:	3514075	VIN MARIANI
Serial Number:	78966219	MARIANI FAMILY
Registration Number:	3455636	LIFE SNACKS
Registration Number:	3455632	LIFE SNACKS
Serial Number:	78892650	ORGANIC BY MARIANI
Serial Number:	78886154	MARIANI FRUIT SUNRISE
Serial Number:	78562697	MARIANI ESTATES
Serial Number:	78491353	RAISIN CRISPS
Serial Number:	78491342	FRUIT CRISPS
Serial Number:	78491338	FRUITNUT
Serial Number:	78491324	RAISINUT
Serial Number:	78343151	FRUIT SPRINKLES
Registration Number:	2961477	MARIANI PREMIUM SNACK FRUITS TROPICAL ME
Registration Number:	2979610	MARIANI PREMIUM SNACK FRUITS VANILLA YOG
Registration Number:	2961400	MARIANI PREMIUM SNACK FRUITS CAPE COD CR
Serial Number:	77727551	MARIANI PREMIUM HONEY BAR
Registration Number:	2427920	NATURALLY FAT FREE MARIANI SNACK FRUITS
Registration Number:	2517859	MARIANI FRUIT N YOGURT
Registration Number:	1573617	DOWNUNDER BEEF JERKY
Registration Number:	1631754	MARIANI...NATURALLY
Serial Number:	73657187	MARIANI ...NATURALLY
Registration Number:	1190846	CANNY SCOT
Registration Number:	1193713	MITY-NICE
Registration Number:	1206346	CANNY SCOT BRAND

CORRESPONDENCE DATA

Fax Number: 3026365454

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.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 324467

NAME OF SUBMITTER: Jean Paterson

TRADEMARK

REEL: 005374 FRAME: 0873

SIGNATURE:	/jep/
DATE SIGNED:	10/03/2014
Total Attachments: 11 source=10-3-14 Mariani Packing Co-TM#page1.tif source=10-3-14 Mariani Packing Co-TM#page2.tif source=10-3-14 Mariani Packing Co-TM#page3.tif source=10-3-14 Mariani Packing Co-TM#page4.tif source=10-3-14 Mariani Packing Co-TM#page5.tif source=10-3-14 Mariani Packing Co-TM#page6.tif source=10-3-14 Mariani Packing Co-TM#page7.tif source=10-3-14 Mariani Packing Co-TM#page8.tif source=10-3-14 Mariani Packing Co-TM#page9.tif source=10-3-14 Mariani Packing Co-TM#page10.tif source=10-3-14 Mariani Packing Co-TM#page11.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2014, is made by Mariani Packing Co., Inc., a California corporation (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2014 (as amended, restated or supplemented from time to time, the “Credit Agreement”), by and among Borrower, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “Guaranty and Security Agreement”), to grant to Agent for the benefit of Lenders a security interest in certain property of Grantor to secure the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

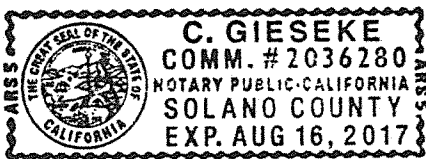
State of California

County of Solano }

On October 1, 2014 before me, C. Gieseke, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared

Forrest Chandler
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he ~~she~~ ~~they~~ executed the same in his ~~her~~ ~~their~~ authorized capacity(ies), and that by his ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

C. Gieseke

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Trademark Security Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Partner — Limited General

Partner — Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other: _____


Other: _____


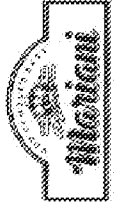

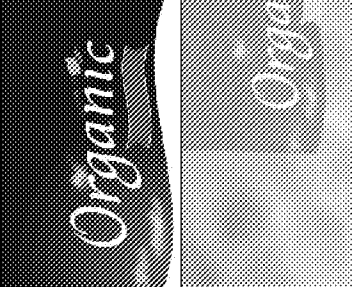
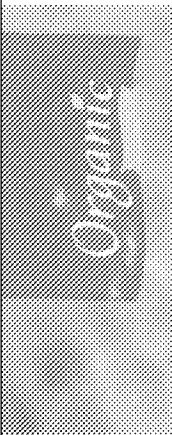
Signer Is Representing: _____




Signer Is Representing: _____




**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

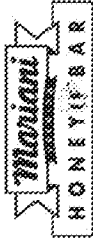

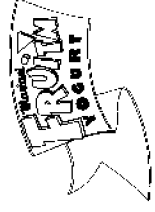





Trademark Registrations


No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
1.	CRANBERRY CRUNCH	78685541	August 4, 2005	3389882	February 26, 2008
2.	CREAMY DREAMY RAISINS	78685559	August 4, 2005	3382923	February 12, 2008
3.		78240776	April 22, 2003	2881518	September 7, 2004
4.	MARIANI	76397572	April 19, 2002	2683371	February 4, 2003
5.	MARIANI	78340832	December 15, 2003	2879754	August 31, 2004
6.	MARIANI	78336302	December 4, 2003	2879753	August 31, 2004
7.	MARIANI	78333571	November 26, 2003	2879750	August 31, 2004
8.	<i>Mariani</i>	73243937	December 26, 1979	1198114	June 15, 1982
9.	<i>Mariani</i>	78340845	December 15, 2003	2879755	August 31, 2004
10.	<i>Mariani</i>	78336330	December 4, 2003	2881896	September 7, 2004
11.	<i>Mariani</i>	78333580	November 26, 2003	2881895	September 7, 2004

No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
12.		78344976	December 23, 2003	2897507	October 26, 2004
13.		78333728	November 26, 2003	2879751	August 31, 2004
14.		75540473	August 21, 1998	2427821	February 13, 2001
15.		78970190	September 8, 2006	3552172	December 23, 2008
16.		78970209	September 8, 2006	3552173	December 23, 2008
17.	ORGANIC BY MARIANI	78887217	May 18, 2006	3518398	October 14, 2008
18.	ORGANIC BY MARIANI	78892630	May 25, 2006	3376045	January 29, 2008
19.	PLUMS PLUS	76317472	September 25, 2001	2609646	August 20, 2002

No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
20.	TOUCHLOCK	85204332	December 22, 2010	4050767	November 1, 2011
21.	TROPICAL ISLAND BLAST	78685553	August 4, 2005	3382922	February 12, 2008
22.		78966244	September 1, 2006	3542096	December 2, 2008
23.	ULTIMATE APRICOTS	76317471	September 25, 2001	2609645	August 20, 2002
24.	VIN MARIANI	78594262	March 24, 2005	3514075	October 7, 2008
25.	MARIANI FAMILY	78966219	September 1, 2006		
26.		78894254	May 26, 2006	3455636	June 24, 2008
27.	LIFE SNACKS	78892674	May 25, 2006	3455632	June 24, 2008
28.		78892650	May 25, 2006		
29.	MARIANI FRUIT SUNRISE	78886154	May 17, 2006		
30.	MARIANI ESTATES	78562697	February 8, 2005		
31.	RAISIN CRISPS	78491353	September 29, 2004		
32.	FRUIT CRISPS	78491342	September 29, 2004		
33.	FRUITNUT	78491338	September 29, 2004		

No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
34.	RAISINUT	78491324	September 29, 2004		
35.	FRUIT SPRINKLES	78343151	December 18, 2003		
36.		78342873	December 18, 2003	2961477	June 7, 2005
37.		78333593	November 26, 2003	2979610	July 26, 2005
38.		78323358	November 5, 2003	2961400	June 7, 2005

No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
39.		77727551	May 1, 2009		
40.		75631945	August 21, 1998	2427920	February 13, 2001
41.		75550224	September 9, 1998	2517859	December 11, 2001
42.		73752441	September 19, 1988	1573617	December 26, 1989
43.		73752439	September 19, 1988	1631754	January 15, 1991
44.		73657187	April 24, 1987		
45.		73244854	January 3, 1980	1190846	February 23, 1982
46.		73243964	December 26, 1979	1193713	April 13, 1982

No.	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
47.		73243956	December 26, 1979	1206346	August 24, 1982