

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lipari Foods Operating Company, LLC		10/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3568158	THE ROMANCE OF CHEESE	
Registration Number:	3474907	MANAR MEDITERRANEAN	
Registration Number:	3690984	MANAR MEDITERRANEAN AUTHENTIC TASTE OF T	
Registration Number:	3983859	ALEX'S NATURALS	
Registration Number:	4115565	BRANDI'S BAKERY FRESHLY BAKED	
Registration Number:	4031507	SEAFOOD WITH SAUCY SEAPHISTICATION	
Registration Number:	4202401	ZOPPITTY	
Registration Number:	4202405	ZOPPITTY	
Registration Number:	4479129	COUNTRY TRADITION	
Registration Number:	2922691	COUNTRY TRADITION	
Registration Number:	4282036	LIPARI	
Registration Number:	4274887	LIPARI LF SINCE 1963	
Registration Number:	4315868	LIPARI OLD TYME	
Registration Number:	4210032	LIPARI OLD TYME	
Registration Number:	4304058	WE PUT THE CONVENIENCE IN FOOD	
Registration Number:	4304057	"C" THE DIFFERENCE!	
Registration Number:	3493627	COPPERWOOD KITCHENS	
Registration Number:	4303925	BRANDI'S BAKERY	

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CORRESPONDENCE DATA**Fax Number:** 3129939767*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:** 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** Zeynep Gieseke**Address Line 1:** 330 North Wabash Avenue, Suite 2800**Address Line 2:** c/o Latham & Watkins LLP**Address Line 4:** Chicago, ILLINOIS 60611**ATTORNEY DOCKET NUMBER:** 025646-0807**NAME OF SUBMITTER:** Zeynep Gieseke**SIGNATURE:** /zg/**DATE SIGNED:** 10/07/2014**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor", and collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 7, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lipari Foods Operating Company, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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.]

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

Very truly yours,

LIPARI FOODS OPERATING COMPANY, LLC,
as Grantor

By: 

Name: Thomas Lipari

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *R. J. [Signature]*
Name: *Robert J. [Signature]*
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Lipari Foods Operating Company, LLC	THE ROMANCE OF CHEESE	3,568,158	1-27-2009
Lipari Foods Operating Company, LLC	MANAR MEDITERRANEAN	3,474,907	7-29-2008
Lipari Foods Operating Company, LLC	MANAR MEDITERRANEAN: AN AUTHENTIC TASTE OF THE MEDITERRANEAN (LOGO)	3,690,984	10-6-2009
Lipari Foods Operating Company, LLC	ALEX'S NATURALS	3,983,859	6-28-2011
Lipari Foods Operating Company, LLC	BRANDI'S BAKERY FRESHLY BAKED	4,115,565	3-20-2012
Lipari Foods Operating Company, LLC	SEAFOOD WITH SAUCY SEAPHISTICATION	4,031,507	9-27-2011
Lipari Foods Operating Company, LLC	ZOPPITTY	4,202,401	9-4-2012
Lipari Foods Operating Company, LLC	ZOPPITTY (LOGO)	4,202,405	9-4-2012
Lipari Foods Operating Company, LLC	COUNTRY TRADITION	4,479,129	2-4-2014
Lipari Foods Operating Company, LLC	COUNTRY TRADITION	2,922,691	02-01-2005
Lipari Foods Operating Company, LLC	LIPARI	4,282,036	1-29-2013
Lipari Foods Operating Company, LLC	LIPARI LF SINCE 1963 (LOGO)	4,274,887	1-15-2013
Lipari Foods Operating Company, LLC	LIPARI OLD TYME	4,315,868	4-9-2013
Lipari Foods Operating Company, LLC	LIPARI OLD TYME (LOGO)	4,210,032	9-18-2012
Lipari Foods Operating Company, LLC	WE PUT THE CONVENIENCE IN FOOD	4,304,058	3-19-2013
Lipari Foods Operating Company, LLC	"C" THE DIFFERENCE! (LOGO)	4,304,057	3-19-2013
Lipari Foods Operating Company, LLC	COPPERWOOD KITCHENS	3,493,627	8-26-2008

Lipari Foods Operating Company, LLC	BRANDI'S BAKERY	4,303,925	3-29-2013
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	040809	11-10-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	040810	11-10-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	040846	12-2-1970
Lipari Foods Operating Company, LLC	COTTAGE CHEESE DESIGN (LOGO)	5008-0360	11-18-1970
Lipari Foods Operating Company, LLC	MICHIGAN	5008-0371	12-2-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	5008-0349	Uncertain
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	TM6288	12-2-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND	013593.03	11-6-1970
Lipari Foods Operating Company, LLC	MICHIGAN BRAND (LOGO)	013592.03	11-18-1970

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Trademark</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
Lipari Foods Operating Company, LLC	WHOLEY & DESIGN	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	WHOLEY	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	CAPTAIN BOB'S	Trademark License Agreement	November 2, 2007	Robert Wholey & Co., Inc.
Lipari Foods Operating Company, LLC	MAKE A WISH FOUNDATION	Cause Marketing Fundraising Contract and License Agreement	February 4, 2011	Make-A-Wish Foundation of Michigan
Lipari Foods Operating Company, LLC	MY PREMIER (LOGO)	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.

Lipari Foods Operating Company, LLC	YODER'S	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.
Lipari Foods Operating Company, LLC	YODER'S IT'S GRANDMA GOOD! (LOGO)	Purchase and Supply Agreement	September 30, 2014	Reser's Fine Foods, Inc.
Lipari Foods Operating Company, LLC	BELLADORO	Verbal contract	N/A	Belladoro Inc.
Lipari Foods Operating Company, LLC	BFREE BE WHEAT & GLUTEN FREE	Verbal contract	N/A	Bfree Foods Limited
Lipari Foods Operating Company, LLC	BORRELLI	Verbal contract	N/A	Borrelli Distributors Inc.
Lipari Foods Operating Company, LLC	BORRELLI (LOGO)	Verbal contract	N/A	Borrelli Distributors Inc.
Lipari Foods Operating Company, LLC	MOE & JOE'S	Verbal contract	N/A	Garden Fresh Salsa Company, Inc. (DBA Mojo Dipping Company)
Lipari Foods Operating Company, LLC	MOE & JOE'S	Verbal contract	N/A	Garden Fresh Salsa Company, Inc. (DBA Mojo Dipping Company)
Lipari Foods Operating Company, LLC	THE PERLA COMPANY	Verbal contract	N/A	G.M. Piccoli S.r.l.
Lipari Foods Operating Company, LLC	THE PERLA COMPANY QUALITY GUARANTEE (LOGO)	Verbal contract	N/A	G.M. Piccoli S.r.l.
Lipari Foods Operating Company, LLC	SOKOLÓW	Verbal contract	N/A	Sokolów-Service Sp. z o.o.
Lipari Foods Operating Company, LLC	ST PIERRE (LOGO)	Verbal contract	N/A	Carrs Foods International Ltd