

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321228

<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>
Stonewall Kitchen, LLC		10/24/2014	LIMITED LIABILITY COMPANY: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4043969	STONEWALL KITCHEN	
<b>Registration Number:</b>	4040626	STONEWALL KITCHEN FINE HOME KEEPING	
<b>Registration Number:</b>	3954230	CREATORS OF SPECIALTY FOODS	
<b>Registration Number:</b>	2785394	STONEWALL KITCHEN	
<b>Registration Number:</b>	2585068	CREATORS OF SPECIALTY FOODS	
<b>Registration Number:</b>	1919989	STONEWALL KITCHEN	
<b>Registration Number:</b>	4307974	CREATORS OF SPECIALTY FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	352282-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		

CH \$190.00 4043969

<b>DATE SIGNED:</b>	10/27/2014
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of October 24, 2014, is made by STONEWALL KITCHEN, LLC, a Maine limited liability company (the “Grantor”), in favor of BANK OF MONTREAL (“BMO”), as administrative 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 24, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, 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, Holdings has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be 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, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the 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.

*Section 2. Grant of Security Interest in Trademark Collateral.* The 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 the 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement has been filed);
- (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 the 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.* The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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.* The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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,

STONEWALL KITCHEN, LLC, as a Grantor

By: Lori King  
Name: Lori King  
Title: Chief Financial Officer, Chief  
Operating Officer and President

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF MONTREAL,  
as Agent

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

[Signature Page To Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005388 FRAME: 0099**

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,

STONEWALL KITCHEN, LLC, as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

BANK OF MONTREAL,  
as Agent

By:   
Name: Brian Boczkowski  
Title: Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

1. Registered Trademarks

United States Trademarks

<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>	<b>Owner</b>
85606264	Apr. 24, 2012	4307974	Mar. 26, 2013	CREATORS OF SPECIALTY FOODS	Stonewall Kitchen, LLC
85112125	Aug. 20, 2010	4043969	Oct. 25, 2011	STONEWALL KITCHEN	Stonewall Kitchen, LLC
85114922	Aug. 24, 2010	4040626	Oct. 18, 2011	STONEWALL KITCHEN FINE HOME KEEPING	Stonewall Kitchen, LLC
85114843	Aug. 24, 2010	3954230	May 3, 2011	CREATORS OF SPECIALTY FOODS	Stonewall Kitchen, LLC
76268980	June 11, 2001	2785394	Nov. 25, 2003	STONEWALL KITCHEN	Stonewall Kitchen, LLC
76268859	June 11, 2001	2585068	June 25, 2002	CREATORS OF SPECIALTY FOODS	Stonewall Kitchen, LLC
74536405	June 13, 1994	1919989	Sep. 19, 1995	STONEWALL KITCHEN	Stonewall Kitchen, LLC

2. Trademark Applications

None.