

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXCELLINE FOOD PRODUCTS, LLC		10/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	127 Public Square		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1931509	EXCELLINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2164798386		
Email:	rebecca.gallagher@squiresanders.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	034691-00176		
NAME OF SUBMITTER:	Steven M. Auvil		
SIGNATURE:	/Steven M. Auvil/		
DATE SIGNED:	10/28/2014		
Total Attachments: 5			
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TRADEMARK

**SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Supplement") is made as of the 23rd day of October 2014, by KEYBANK NATIONAL ASSOCIATION ("KeyBank"), as Secured Party (as defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of May 22, 2013 (as heretofore amended, supplemented, confirmed or otherwise modified, the "Security Agreement"), by and among FLAGSHIP FOOD GROUP LLC, a Delaware limited liability company, FLAGSHIP FOOD GROUP NORTH AMERICA LLC (formerly known as TVBG LLC), a Delaware limited liability company, EXCELLINE FOOD PRODUCTS, LLC, a Delaware limited liability company (by joinder pursuant to that certain Domestic Guaranty Joinder dated as of September 3, 2014) (each a "Grantor" and collectively, the "Grantors") in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the Secured Party (the "Secured Party"), each Grantor has granted a security interest to the Secured Party for the benefit of certain Secured Creditors described therein, in its Proprietary Collateral (as defined in the Security Agreement) existing from time to time.

B. Pursuant to Section 4 of the Security Agreement, the Secured Party is permitted to amend Exhibit A to the Security Agreement to include any new Proprietary Collateral, or any pending application for Proprietary Collateral.

C. The Grantors have advised the Secured Party that they have obtained an ownership interest in new Proprietary Collateral.

NOW THEREFORE, the Security Agreement is hereby amended as follows:

1. Exhibit A to the Security Agreement is hereby supplemented (but not replaced) with the attached Exhibit A.
2. This Supplement constitutes an amendment to the Security Agreement. Except as expressly modified herein, all the terms and provisions of the Security Agreement remain in full force and effect.
3. This Supplement is a Loan Document (as such term is used in the Security Agreement).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Secured Party has executed this Supplement on the date first written above.

KEYBANK NATIONAL ASSOCIATION

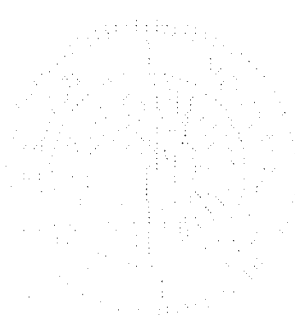
By: [Signature]
Name: J.T. Taylor
Title: Senior Vice President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Supplement to the Intellectual Property Security Agreement was executed and acknowledged before me this 20th day of October, 2014, by J.T. Taylor, personally known to me to be Senior Vice President of KeyBank National Association, a national banking association, on behalf of such bank.

[Signature]
NOTARY PUBLIC

BONNIE A. BURTON
Notary Public, State of Ohio
My Commission Expires April 13, 2016



Agreed and acknowledged to as of the date first written above by:

EXCELLINE FOOD PRODUCTS, LLC

By: *Patrick Moulder*
Name: Patrick Moulder
Title: Vice President of Finance

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing Supplement to the Intellectual Property Security Agreement was executed and acknowledged before me this _____ day of _____, 2014, by Patrick Moulder, personally known to me to be Vice President of Finance of Excelline Food Products, LLC, a Delaware limited liability company, on behalf of such limited liability company.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

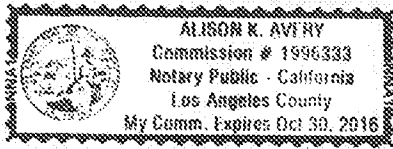
State of California

County of Los Angeles

On 10/21/2014 before me, Alison Avery, Notary Public

personally appeared Patrick Moulder

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: Alison Avery

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Supplement to the IP Security Agreement

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Moulder

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other: VP Finance

Signer Is Representing: Excellence Food Products

Signer's Name:

- Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other:

Signer Is Representing:

EXHIBIT A

SUPPLEMENT
SCHEDULE OF NEW PROPRIETARY COLLATERAL

Supplemental Schedule of Trademarks

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
Excelline Food Products, LLC	1,931,509	EXCELLINE	October 31, 1995