

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Landes Foods, LLC		10/23/2014	LIMITED LIABILITY COMPANY: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company		
<b>Street Address:</b>	2001 Ross Avenue		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86366891	LANDES FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152413		
<b>NAME OF SUBMITTER:</b>	Terry K. Pennington		
<b>SIGNATURE:</b>	/Terry K. Pennington/		
<b>DATE SIGNED:</b>	10/30/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of October 23, 2014, is made by LANDES FOODS, LLC, a Texas limited liability company (the "**Grantor**"), in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "**Secured Party**").

WHEREAS, the Grantor has entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Grant of Security. As security for the Obligations (as defined in the Security Agreement), the Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademark and service mark, registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

LANDES FOODS, LLC

By: 

Name: G. Irwin Gordon

Title: Chief Executive Officer

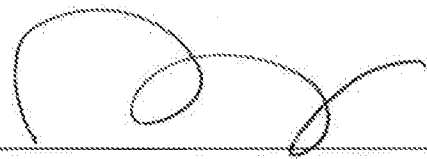
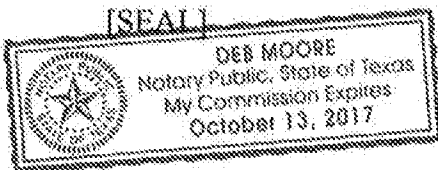
Address for Notices:

Landes Foods, LLC  
2521 Fairmount Street  
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 23 day of October, 2014, by G. Irwin Gordon, as Chief Executive Officer, of Landes Foods, LLC, and acknowledged to me that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.



Notary Public, State of Texas

Printed or Typed Name of Notary

My Commission Expires: \_\_\_\_\_

AGREED TO AND ACCEPTED:

SECURED PARTY:

BRANCH BANKING AND TRUST  
COMPANY

By: [Signature]  
Name: Lance McKoy  
Title: SVP

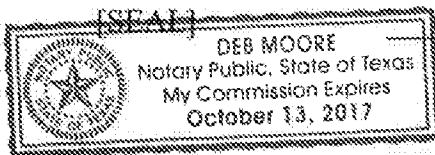
Address for Notices:

Branch Banking and Trust Company  
2001 Ross Avenue  
Dallas, Texas 75201

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on this 23 day of October, 2014, by Lance McKoy, as SVP, of Branch Banking and Trust Company, and acknowledged to me that he executed the same on behalf of said company for the purposes and consideration therein expressed and in the capacity therein stated.



[Signature]  
Notary Public, State of Texas

\_\_\_\_\_  
Printed or Typed Name of Notary

My Commission Expires: \_\_\_\_\_

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Grantor:	Landes Foods, LLC
Word Mark:	LANDES FOODS
Serial Number:	86366891
Application Filing Date:	August 14, 2014
Type of Mark:	Trademark
Country:	United States of America