

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEASDALE FOODS, INC.		10/28/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	AMERICAN CAPITAL, LTD.		
Street Address:	2 Bethesda Metro Center, 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Administrative Agent: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3207972	EMILIO'S	
Registration Number:	3345654	EMILIO'S	
Registration Number:	3207973	AUNT PENNY'S	
Registration Number:	3345655	AUNT PENNY'S	
Registration Number:	1546605	TEASDALE	
Registration Number:	3675790	TEASDALE	
Registration Number:	2155193	ZATECA	
Registration Number:	2345055	ELKHORN	
Registration Number:	1468492	AMERICAN FARMS	
Registration Number:	2145343	TIO FRANCO	
Serial Number:	86080082	TEASDALE FOODS	
Serial Number:	86072360	FROM FARM TO FAMILY	
Serial Number:	86088344	BLACKJACK BEAN DIP	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		
Email:	rachel.trudeau@weil.com		
Correspondent Name:	Rachel Trudeau		
TRADEMARK			

CH \$340.00 3207972

Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 74794.0035 RACHEL TRUDEAU

NAME OF SUBMITTER: Rachel Trudeau

SIGNATURE: /Rachel Trudeau/

DATE SIGNED: 11/03/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2014, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of American Capital, Ltd. ("ACAS"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Loan Agreement, dated as of October 28, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Loan Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders from time to time party thereto and ACAS, as the Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, 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 and Agent to enter into the Loan Agreement and to induce the Lenders 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 its Secured Obligations, 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 (the "Trademark Collateral");

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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 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 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]


IN WITNESS WHEREOF, the 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.

TEASDALE FOODS, INC.,
as the Grantor

By: *Russell D. Grady*
Name: Russ Kenerly
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.,
as the Agent

By: 
Name: RYAN S. BRAUNS
Title: MD F. SIP


[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005393 FRAME: 0399

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations, Applications and IP Licenses

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
Emilios's IC 30	Teasdale Foods, Inc.	78/770504	3207972	12/09/2005	02/13/2007
Emilio's IC 29	Teasdale Foods, Inc.	78/770556	3345654	12/09/2005	11/27/2007
Aunt Penny's IC 30	Teasdale Foods, Inc.	78/770548	3207973	12/09/2005	02/13/2007
Aunt Penny's IC 29	Teasdale Foods, Inc.	78/770568	3345655	12/09/2005	11/27/2007
Teasdale IC 29	Teasdale Foods, Inc.	73/719708	1546605	03/30/1988	07/04/1989
Teasdale IC 30	Teasdale Foods, Inc.	77/643685	3675790	01/05/2009	09/01/2009
Zateca IC 29	Teasdale Foods, Inc. ¹	74/712016	2155193	08/07/1995	05/05/1998
Elkhorn IC 31	Teasdale Foods, Inc. ²	75/633691	2345055	02/02/1999	04/25/2000
American Farms IC 29	Teasdale Foods, Inc. ³	73/554753	1468492	08/22/1985	12/08/1987
Tio Franco IC 29 	Teasdale Foods, Inc. ⁴	75/123451	2145343	06/21/1996	03/17/1998


2. TRADEMARK APPLICATIONS

¹ Currently registered to Zateca Foods, Inc. and the merger documents and name change to be recorded on or about the Closing Date to reflect Teasdale Foods, Inc.'s ownership.

² Currently registered to Zateca Foods, Inc. and the merger documents and name change to be recorded on or about the Closing Date to reflect Teasdale Foods, Inc.'s ownership.

³ Currently registered to Hoopeston Foods, Inc. and the merger documents and name change to be recorded on or about the Closing Date to reflect Teasdale Foods, Inc.'s ownership.

⁴ Currently registered to Hoopeston Foods, Inc. and the merger documents and name change to be recorded on or about the Closing Date to reflect Teasdale Foods, Inc.'s ownership.

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
Teasdale Foods and Design IC 29, 30 & 31 	Teasdale Foods, Inc.	86/080082	-	10/01/2013	-
From Farm to Family IC 29, 30 & 31	Teasdale Foods, Inc.	86/072360	-	09/23/2013	-
Blackjack Bean Dip IC 29	Teasdale Foods, Inc.	86/088344	-	10/10/2013	-

3. IP LICENSES

None.