

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richelieu Foods, Inc.		11/21/2014	INC. ASSOCIATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
Internal Address:	Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	77582853	BENCHMARK	
Serial Number:	77602690	BONNE CHERE SINCE 1961	
Serial Number:	74044256	CHEF ANTONIO	
Serial Number:	77907616	GROCER'S GARDEN	
Serial Number:	75315228	GROCER'S GARDEN	
Serial Number:	74087973	GROCER'S GARDEN	
Serial Number:	75173379	PIZZA PRESTO!	
Serial Number:	78189464	RICHELIEU	
Serial Number:	74202127	RICHELIEU	
Serial Number:	71500952	RICHELIEU	
Serial Number:	86024577	CHEF FILIPO	
Serial Number:	86024568	RICHELIEU	
Serial Number:	86024560	BERGAMO	
Serial Number:	85380095	SWEETACRE FARMS	
Serial Number:	85411687	CHEF FILIPO	
Serial Number:	85414154	RAVEENA'S PIZZA	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 77582853

Fax Number:

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.

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009168
NAME OF SUBMITTER:	Sally Sexton
SIGNATURE:	/sallysexton/
DATE SIGNED:	11/26/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 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 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 November 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, 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 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, 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.

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 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, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any “intent

to use” Trademark application until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application;

(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.

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.

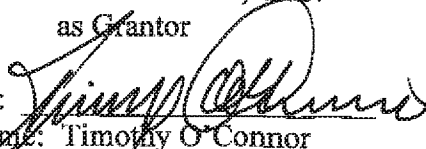
Section 6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

RICHELIEU FOODS, INC.
as Grantor

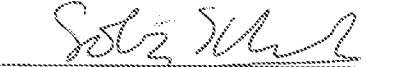
By: 
Name: Timothy O'Connor
Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent


By: 
Name: Sobia Khaliq
Title: Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005409 FRAME: 0172

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
BENCHMARK (U.S. Federal)	77-582853 3675559	Oct. 1, 2008 Sep. 1, 2009	Barbeque sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
BONNE CHERE SINCE 1961 and Design (U.S. Federal) 	77-602690 4006546	Oct. 29, 2008 Aug. 2, 2011	Salsa, salad dressings, barbeque sauce, pancake syrup, tartar sauce, mayonnaise, cocktail sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
CHEF ANTONIO (U.S. Federal)	74-044256 1689621	Mar. 29, 1990 May 26, 1992	Frozen pizza in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
GROCER'S GARDEN (U.S. Federal)	77-907616 3895292	Jan. 8, 2010 Dec. 21, 2010	Barbecue sauce in Class 30	Richelieu Foods, Inc. 15 Pacella Park Drive Randolph, MA 02368	Registered
GROCER'S GARDEN (U.S. Federal)	75-315228 2517683	Jun. 26, 1997 Dec. 11, 2001	Marinades; ham glazes; vinaigrette; mayonnaise, salsas, picante sauce; sauces, namely, teriyaki sauces, seafood sauces, tomato sauces, cocktail sauces, tartar sauces in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
GROCER'S GARDEN (U.S. Federal)	74-087973 1704331	Aug. 14, 1990 Jul. 28, 1992	Salad dressings; dairy- based, non dairy-based, and oil based toppings used for fresh fruits and vegetables in Class 29	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
PIZZA PRESTO! (U.S. Federal)	75-173379 2223540	Sep. 27, 1996 Feb. 16, 1999	Pizza in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
RICHELIEU (U.S. Federal)	78-189464 2972895	Nov. 27, 2002 Jul. 19,2 005	Salads except macaroni, rice and pasta salad; dips; applesauce; cheese spreads; prepared meals and entrees consisting primarily of meat, fish, poultry or vegetables; canned fruits; canned cut or sliced vegetables in Class 29 Pizza; pizza crust; bread sticks; marinades; salsa; salad dressings; macaroni salads; pasta salads; rice salads; noodle salads; prepared meals and prepared entrees consisting primarily of pasta or rice; puddings; sauces in Class 30	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
RICHELIEU (U.S. Federal)	74-202127 1781586	Sep. 9, 1991 Jul. 13, 1993	canned vegetables, canned fruits, jellies, fruit preserves, pickles, processed olives, chili sauce, canned chili con carne, canned fish and shell fish, processed mushrooms, fruit based filling for cakes and pies in Class 29 pickle relishes, vinegar, tomato sauce, tomato catsup, cocktail sauce and spaghetti sauce in Class 30 canned fruit juices and nectars for food purposes in Class 32	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
RICHELIEU (stylized) (U.S. Federal) 	71-500952 526735	Nov. 7, 1947 Jun. 27, 1950	canned vegetables, canned fruits, olives, vinegar, tomato sauce, tomato catsup, canned fruit juices canned fish in Classes 1, 5, 29, 30, 31, and 32	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered
CHEF FILIPO (U.S. Federal)	86-024577	Jul 31, 2013	Pizza sauce in Class 46	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Pending

Mark (Jurisdiction)	Serial No. Reg. No.	Filed Issued	Goods / Services with Class	Owner/Assignee of Record	Current Status
RICHELIEU (U.S. Federal)	86-024568	Jul 31, 2013	Canned vegetables, canned fruits, jellies, fruit preserves, pickles, processed olives, canned chili con carne, canned fish and shell fish, processed mushrooms, fruit based filling for cakes and pies Pickle relishes, vinegar, tomato sauce, tomato catsup, chili sauce, cocktail sauce and spaghetti sauce Canned fruit juices and nectars for food purposes in Classes 45, 46, and 48	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Pending
BERGAMO (U.S. Federal)	86-024560	Jul 31, 2013	Pizza sauce in Class 46	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Pending
SWEETACRE FARMS (U.S. Federal)	85-380095	Jul 25, 2011	Salsas; marinades; salad dressings; barbeque sauce; mayonnaise in Class 46	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Pending
CHEF FILIPO (U.S. Federal)	85-411687	Aug 31, 2011	Pizza in Class 46	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Pending
RAVEEN'S PIZZA (U.S. Federal)	85-414154 4223109	Dec 20, 2011	Pizza in Class 46	Richelieu Foods, Inc. 25 Braintree Hill Road, Suite 405 Braintree, MA 02184	Registered