

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328915

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeview Farms, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr., Ste. 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1492452	THE ORIGINAL DILL DIP DOWN HOME FOODS	
Registration Number:	1662659	FLAN RICO	
Registration Number:	3023727	FLAN RICO	
Registration Number:	2209537	SEÑOR RICO	
Registration Number:	3045522	SEÑOR RICO	
Registration Number:	2944520	FIESTA!	
Registration Number:	2706905	LUIZA'S	
Registration Number:	2709168	LUIZA'S	
Registration Number:	2106658	REAL DESSERTS	
Registration Number:	2393253	WINKY BRAND	
Registration Number:	2393252	WINKY	
Registration Number:	3713590	GEL BITES	
Registration Number:	4508943	LAKEVIEW FARMS	
Serial Number:	86302446	LAKEVIEW FARMS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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>			

OP \$365.00 1492452

Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.164
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NAME OF SUBMITTER:	Sharon Patterson
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SIGNATURE:	/sharon patterson/
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DATE SIGNED:	01/14/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of December, 2014, by Lakeview Farms, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Lenders identified therein are parties to that certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for certain extensions of credit to be made to Grantor (or one or more of its affiliates) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


- (i) each Trademark listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LAKEVIEW FARMS, LLC

By 
Name: John W. Madden
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

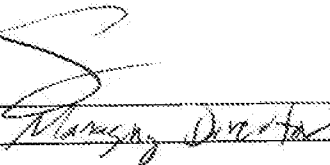
NXT CAPITAL, LLC,
as Agent

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By
Its



SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
The Original Dill Dip Down Home Foods	1,492,452	June 14, 1988
Flan Rico (Design)	1,662,659	October 29, 1991
Flan Rico (Name)	3,023,727	December 6, 2005
Senor Rico	2,209,537	December 8, 1998
Senor Rico	3,045,522	January 17, 2006
Fiesta!	2,944,520	April 26, 2005
Luisa's and Design	2,706,905	April 15, 2003
Luisa's	2,709,168	April 22, 2003
Real Desserts	2,106,658	October 21, 1997
Winky and Brand	2,393,253	October 10, 2000
Winky	2,393,252	October 10, 2000
Gel Bites	3,713,590	November 17, 2009
Lakeview Farms	4,508,943	April 8, 2014

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Lakeview Farms	86302446	June 6, 2014