

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hawk Acquisition Sub, Inc.		01/26/2015	CORPORATION: PENNSYLVANIA
H.J. Heinz Company		01/26/2015	CORPORATION: PENNSYLVANIA
H.J. Heinz Corporation II		01/26/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	420 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	Banking Corporation: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4584621	FIESTA BOLD POPPERS
Registration Number:	4580431	EAT YOUR BEST
Registration Number:	4572478	ORE-IDA
Registration Number:	4567718	VOL-PAK
Registration Number:	4507810	SMART LADLE
Registration Number:	4507710	SMART ONES
Registration Number:	4505653	57TH STREET GRILLE
Registration Number:	4445044	CLASSICO FAMILY FAVORITES
Registration Number:	4429435	DISPENSAVER
Registration Number:	4385432	MADEIRA FARMS
Registration Number:	4385486	
Registration Number:	4381186	EASY TATER TOTS
Registration Number:	4372999	
Registration Number:	4372998	
Registration Number:	4369082	ORE IDA
Registration Number:	4343751	SIMPLY HEINZ

CH \$490.00 4584621

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4301458	BONTÁ
Registration Number:	3001938	HEINZ HITCH
Serial Number:	86420504	SMART ONES

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 15866-10-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 01/30/2015

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated January 26, 2015, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Security Agreement referred to therein.

WHEREAS, HAWK ACQUISITION SUB, INC., a Pennsylvania corporation (the “Merger Sub”), H. J. HEINZ COMPANY, a Pennsylvania corporation (“Heinz”), H. J. HEINZ CORPORATION II (formerly known as Hawk Acquisition Intermediate Corporation II), a Delaware corporation (“Holdings”), the other Guarantors from time to time party thereto, WELLS FARGO BANK, NATIONAL ASSOCIATION as the trustee (the “Trustee”) and the Collateral Agent have entered into the Indenture dated as of April 1, 2013, as supplemented by the Supplemental Indenture dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, in connection with the Indenture, the Grantors have entered into the Second Lien Security Agreement dated as of June 7, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded ITU Application).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Covered Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Covered Documents but

for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Secured Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

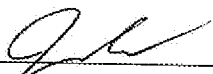
SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Collateral Agent Makes No Representation. The Collateral Agent makes no representation as to the validity or sufficiency of this IP Security Agreement.


[Signature Pages Follow]

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

H. J. HEINZ COMPANY,
as Grantor

By: 
Name: James C. H.
Title: Treasurer

H. J. HEINZ COMPANY, L.P.,
as Grantor

By:  _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 

Name:

Title:

Yana Kislenko
Vice President

[Signature Page to 2nd Lien IP Security Agreement (Trademarks)]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Owner/Grantor	Trademark	Status	Application No.	Registration No	Registration Date
H. J. HEINZ COMPANY, L.P.	FIESTA BOLD POPPERS	Registered	77391914	4584621	12 Aug 2014
H. J. HEINZ COMPANY	EAT YOUR BEST	Registered	85303214	4580431	5 Aug 2014
H. J. HEINZ COMPANY	ORE-IDA	Registered	86176091	4572478	22 Jul 2014
H. J. HEINZ COMPANY	VOL-PAK	Registered	86134707	4567718	15 Jul 2014
H. J. HEINZ COMPANY	SMART LADLE	Registered	85906377	4507810	1 Apr 2014
H. J. HEINZ COMPANY	SMART ONES	Registered	85886703	4507710	1 Apr 2014
H. J. HEINZ COMPANY	57th STREET GRILLE LOGO	Registered	85247980	4505653	1 Apr 2014
H. J. HEINZ COMPANY, L.P.	CLASSICO FAMILY FAVORITES	Registered	85793682	4445044	3 Dec 2013
H. J. HEINZ COMPANY	DISPENSAVER	Registered	85568176	4429435	5 Nov 2013
H. J. HEINZ COMPANY, L.P.	MADEIRA FARMS	Registered	85696215	4385432	13 Aug 2013
H. J. HEINZ COMPANY	KEYSTONE DEVICE (FORM XIV)	Registered	85712250	4385486	13 Aug 2013
H. J. HEINZ COMPANY	EASY TATER TOTS	Registered	85700233	4381186	6 Aug 2013
H. J. HEINZ COMPANY	LEAF DESIGN IN COLOR (NEW)	Registered	85336158	4372999	23 Jul 2013
H. J. HEINZ COMPANY	LEAF DESIGN (NEW)	Registered	85336095	4372998	23 Jul 2013
H. J. HEINZ COMPANY	ORE IDA IN LEAF DESIGN (NEW)	Registered	85336061	4369082	16 Jul 2013
H. J. HEINZ COMPANY	SIMPLY HEINZ	Registered	85573105	4343751	28 May 2013
H. J. HEINZ COMPANY, L.P.	BONTA	Registered	85714560	4301458	12 Mar 2013
H. J. HEINZ COMPANY	HEINZ HITCH	Registered	78472821	3001938	27 Sep 2005
H. J. HEINZ COMPANY	SMART ONES	Pending	86420504		