

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleischmann's Vinegar Company, Inc.		01/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation, as Collateral Agent		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636-0001		
Entity Type:	CORPORATION: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3584298	CLASSIC ORGANICS	
Registration Number:	3848202	CLASSIC SELECTIONS	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	202-887-4000		
Email:	dc_ipdocketing@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	1333 New Hampshire Avenue NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	694402.0004		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	02/02/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of January 30, 2015, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Security Benefit Corporation, as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, SCI/VIN MergerCo, Inc. (“**Merger Sub**”, which on the Closing Date shall be merged with and into RLJ-FVC Holdings, Inc. (“**RLJ-FVC**”), with RLJ-FVC surviving such merger as a borrower, in such capacity “**Holdings**”), RLJ-FVC, Fleishmann’s Vinegar Company, Inc., a Delaware corporation (the “**Company**” and, together with Holdings, the “**Borrower**”), have entered into that certain Second Lien Credit Agreement dated as of January 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), with SCI Ingredients Holdings, Inc., a Delaware corporation (“**Ultimate Holdings**”), the Lenders from time to time party thereto, Security Benefit Corporation, as administrative agent (together with any successor administrative agent, in such capacity, the “**Administrative Agent**”) for the Lenders and as collateral agent (together with any successor collateral agent appointed pursuant thereto, the “**Collateral Agent**”) for the Secured Parties, and the other parties thereto. Terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Second Lien Credit Agreement, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement dated as of January 30, 2015, among the Borrower, Ultimate Holdings, the other Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”).

WHEREAS, under the terms of the Guarantee and Collateral 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 U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

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**”):

1.1 all letters patent of the United States and all applications for letters patent of the United States, including those set forth in Schedule A hereto, and all reissues,

continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the "Patents");

1.2 all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those set forth in Schedule B hereto, together with all goodwill associated therewith or symbolized thereby (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) (the "Trademarks");

1.3 (x) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, (y) all registrations and applications for registration of any such copyright in the United States, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and (z) any written agreement, now or hereafter in effect, granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (including, without limitation, any such rights that such Grantor has the right to license), including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

1.4 all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

1.5 any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

1.6 any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

1.7 Notwithstanding anything to the contrary, in no event shall clause (iii)(z) above include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law

(including the Bankruptcy Code)) or principles of equity; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, clause (iii)(z) above shall include all such rights and interests as if such provision had never been in effect.

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 Obligations of such Grantor now or hereafter existing under or in respect of the Loan 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 Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

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. Delivery of an executed counterpart to this IP Security Agreement by facsimile or other electronic transmission (including .pdf or .tif format) shall be as effective as delivery of a manually signed original.

5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

7. Subordination. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Representative (as defined in the Intercreditor Agreement) pursuant to this IP Security Agreement and the exercise of any right or remedy by the Second Lien Representative hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Security Benefit Corporation, as First Lien Agent, Security Benefit Corporation, as Second Lien Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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.

FLEISCHMANN'S VINEGAR COMPANY, INC.

By: 

Name: Robert Kustrinsky

Title: Secretary

[Signature Page to Second Lien IP Security Agreement]

SECURITY BENEFIT CORPORATION

Anthony D. Minella

By: _____

Name: Anthony D. Minella

Title: Senior Vice President and Chief Investment Officer

SCHEDULE A

Patents and Patent Applications

None.

SCHEDULE B

Trademarks and Trademark Applications

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	U.S.	3/3/2009	Registered	3,584,298
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	U.S.	9/14/2010	Registered	3,848,202
Fleischmann's Vinegar Company, Inc.	CLASSIC ORGANICS	Canada	11/23/2010	Registered	TMA783268
Fleischmann's Vinegar Company, Inc.	CLASSIC SELECTIONS	Canada	11/23/2010	Registered	TMA783267
Fleischmann's Vinegar Company, Inc.	CRYSTAL SELECT	Canada	12/2/2009	Registered	TMA754352

Trademark Licenses

<u>Loan Party</u>	<u>Licensor</u>	<u>Trademark</u>	<u>Effective Date</u>
Fleischmann's Vinegar Company, Inc.	Burns Philp Food Inc.	FLEISCHMANN'S	10/8/2002
Fleischmann's Vinegar Company, Inc.	Burns Philp Food Limited	FLEISCHMANN'S	10/8/2002

SCHEDULE C

Copyrights and Copyright Applications

None.

Exclusive Copyright Licenses

None.