

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331655

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VAN DE VRIES SPICE CORPORATION | | 02/09/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT | | |
| Street Address: | One U.S. Bank Plaza, 7th and Washington | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63101 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4506953 | EVERYTHING GOES | |
| Registration Number: | 3078922 | ROSERED | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637867 | | |
| <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: | 3128637267 | | |
| Email: | jaclyn.digrande@goldbergekohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe St., Ste 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 2834.238 | | |
| NAME OF SUBMITTER: | Jaclyn Di Grande | | |
| SIGNATURE: | /jaclyn di grande/ | | |
| DATE SIGNED: | 02/10/2015 | | |
| Total Attachments: 5 | | | |
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| source=VDVSpice - Trademark Security Agreement (VDVSpiceCo)#page2.tif | | | |

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of February 9, 2015, by and between VAN DE VRIES SPICE CORPORATION, a Delaware corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Security Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Spice – VDV Acquisition Corporation, a Delaware corporation ("SpiceVDV"), Administrative Agent, as administrative agent and as LC Issuer, and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Grantor and SpiceVDV; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, Spice – VDV Holding Corporation, a Delaware corporation, SpiceVDV, those additional entities that become party thereto in accordance with Section 6.25 of the Credit Agreement and Administrative Agent and (b) to the extent applicable, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and/or the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Borrower's Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests in the Collateral granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. TERMINATION OF SECURITY INTEREST. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations have been Paid in Full (other than Secured Obligations with respect to Cash Management Services) and the Aggregate Revolving Commitment has been terminated or expired. Upon such termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of the Grantor, forthwith release its Lien hereunder and provide documentation reasonably requested by the Grantor to evidence such termination.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

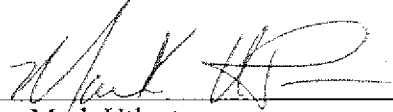
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as
Administrative Agent

By:  _____

Name: Mark Utlaut

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Serial Number</u> | <u>Registration No.</u> | <u>Date</u> |
|-----------------|----------------------|-------------------------|-------------|
| EVERYTHING GOES | 85792409 | 4506953 | 4/1/14 |
| ROSERED | 78510644 | 3078922 | 4/11/06 |

TRADEMARK APPLICATIONS

None.