

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Musco Olive Products, Inc.		04/15/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of the West, as collateral agent		
Street Address:	500 Capitol Mall		
Internal Address:	12th Floor		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95814		
Entity Type:	banking association: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	0874806	MUSCO	
Registration Number:	1558255	DELI OLIVES	
Registration Number:	1808568	BLACK PEARLS	
Registration Number:	1887996	JUST RIPE	
Registration Number:	2086183	AXIS	
Registration Number:	2216167		
Registration Number:	2656978	GREEN PEARLS	
Registration Number:	2670040	PEARLS	
Registration Number:	2651705	MEDITERRANEAN PEARLS	
Registration Number:	2708661	MUSCO FAMILY OLIVE CO.	
Registration Number:	2845732	FUN AT YOUR FINGERTIPS	
Registration Number:	3448909	EARLY CALIFORNIA	
Registration Number:	4084580	PEARLS INFUSIONS	
Registration Number:	3992228	PEARLS FRESH CURED	
Registration Number:	4202804	EARLY CALIFORNIA SPECIALTIES	
Registration Number:	4202805	EARLY CALIFORNIA FRESH CURED	
Registration Number:	4202806	EARLY CALIFORNIA INFUSIONS	
Registration Number:	3992227	PEARLS SPECIALTIES	

CH \$540.00 0874806

Property Type	Number	Word Mark
Registration Number:	4556233	THE TOTAL OLIVE SOLUTION
Registration Number:	4466145	OLIVES TO GO!
Serial Number:	86434100	BRAVO

CORRESPONDENCE DATA

Fax Number: 3107884471

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: 310-788-4442

Email: vickie.lee@kattenlaw.com

Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman

Address Line 1: 2029 Century Park East

Address Line 2: Suite 2600

Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	342540.00039
NAME OF SUBMITTER:	Vickie Lee
SIGNATURE:	/Vickie Lee/
DATE SIGNED:	04/15/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of April 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by MUSCO OLIVE PRODUCTS, INC., a California corporation (the "**Grantor**"), in favor of BANK OF THE WEST, as collateral agent (in such capacity, the "**Collateral Agent**") for the Combined Secured Parties (as defined in the Guarantee and Security Agreement, defined below).

In connection with the various credit facilities extended to the Grantor, the Grantor, TESSER, INC., a Colorado corporation ("**Tesser**"), STUDLEY COMPANY, A CALIFORNIA LIMITED PARTNERSHIP, a California limited partnership ("**Studley**"), and certain other Subsidiaries of the Borrower, Tesser or Studley party thereto from time to time, entered into that certain Guarantee and Security Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Security Agreement**") in favor of the Collateral Agent and the Combined Secured Parties.

Under the terms of the Guarantee and Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Combined Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement. The rules of construction specified in Section 1.01 of the Guarantee and Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Combined Obligations, the Grantor, pursuant to the Guarantee and Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Combined Secured Parties, a security interest in, all of Grantor's right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**").

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Combined Secured Parties pursuant to the Guarantee and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Combined Secured Parties with respect to the Trademarks are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Security Agreement, the terms of the Guarantee and Security Agreement shall govern.


SECTION 4. ***Governing Law***. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

MUSCO OLIVE PRODUCTS, INC., a
California corporation

By: 
Name: Frank Musco
Title: CEO

Schedule I

TRADEMARKS

MarkName	Country	Status	App Date	App#	Reg Date	Reg#
MUSCO & DESIGN 	United States	REGISTERED	09/20/1968	72307852	08/12/1969	874806
DELI OLIVES	United States	REGISTERED	05/12/1988	73728031	09/26/1989	1558255
BLACK PEARLS	United States	REGISTERED	07/29/1992	74299081	11/30/1993	1808568
JUST RIPE	United States	REGISTERED	07/29/1992	74299090	04/04/1995	1887996
AXIS	United States	REGISTERED	07/05/1994	74546068	08/05/1997	2086183
HAND WITH OLIVES DESIGN 	United States	REGISTERED	10/06/1997	75368542	01/05/1999	2216167
GREEN PEARLS 	United States	REGISTERED	06/12/2000	76068649	12/03/2002	2656978
PEARLS	United States	REGISTERED	04/06/2001	76236280	12/31/2002	2670040
MEDITERRANEAN PEARLS	United States	REGISTERED	10/09/2001	76321721	11/19/2002	2651705

MarkName	Country	Status	App Date	App#	Reg Date	Reg#
MUSCO FAMILY OLIVE CO.	United States	REGISTERED	10/09/2001	76321960	04/22/2003	2708661
FUN AT YOUR FINGERTIPS	United States	REGISTERED	04/15/2002	76396035	05/25/2004	2845732
EARLY CALIFORNIA	United States	REGISTERED	10/16/2007	77305437	06/17/2008	3448909
PEARLS INFUSIONS	United States	REGISTERED	05/24/2010	85046767	01/10/2012	4084580
PEARLS FRESH CURED	United States	REGISTERED	05/24/2010	85046711	07/12/2011	3992228
EARLY CALIFORNIA SPECIALTIES	United States	REGISTERED	05/24/2010	85046715	09/04/2012	4202804
EARLY CALIFORNIA FRESH CURED	United States	REGISTERED	05/24/2010	85046762	09/04/2012	4202805
EARLY CALIFORNIA INFUSIONS	United States	REGISTERED	05/24/2010	85046766	09/04/2012	4202806
PEARLS SPECIALTIES	United States	REGISTERED	05/24/2010	85046704	07/12/2011	3992227
THE TOTAL OLIVE SOLUTION	United States	REGISTERED	03/02/2011	85256264	06/24/2014	4556233
OLIVES TO GO!	United States	REGISTERED	06/07/2013	85953739	01/14/2014	4466145
BRAVO	United States	PENDING	10/24/2014	86434100		

Trademark Security Agreement

TRADEMARK

RECORDED: 04/15/2015

REEL: 005498 FRAME: 0319