

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southeastern Mills, Inc.		05/14/2015	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4339240	BRING THE HEAT
Registration Number:	1470822	HOTTER BY THE DROP
Registration Number:	1424161	LOUISIANA GOLD
Registration Number:	4513227	LOUISIANA GOLD
Registration Number:	1198986	ONE DROP DOES IT
Registration Number:	1128391	RED ROOSTER
Registration Number:	4531526	THE ORIGINAL "LOUISIANA" BRAND THE PERFE
Serial Number:	86176329	THE ORIGINAL FISH FRY MIX FROM THE MAKER

CORRESPONDENCE DATA

Fax Number: 6785532602

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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

CH \$215.00 4339240

Address Line 2: 3333 Piedmont Road, NE, Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 123235.014000

NAME OF SUBMITTER: LaShana C. Jimmar

SIGNATURE: /LaShana C. Jimmar/

DATE SIGNED: 05/18/2015

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of May 14, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, G & L Intermediate Holdings, Inc., a Georgia corporation, as borrower (“*Borrower*”), G & L Holdings, Inc., a Georgia corporation, the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Term Loan Credit Agreement dated as of May 8, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Second Lien Pledge and Security Agreement dated as of May 8, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Administrative 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 property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

SOUTHEASTERN MILLS, INC.

By:

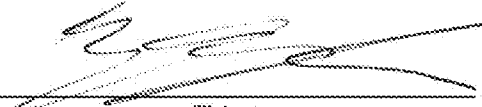


Name: Peter W. Hjort, Jr.

Title: Vice President, CFO, Secretary and Treasurer

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent

By: 
Name: Eric Hurshman
Title: Managing Director

By: 
Name: Christopher Hartofilis
Title: Executive Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Southeastern Mills, Inc.	United States of America	BRING THE HEAT	4339240	May 21, 2013
Southeastern Mills, Inc.	United States of America	HOTTER BY THE DROP	1470822	December 29, 1987
Southeastern Mills, Inc.	United States of America	LOUISIANA GOLD	1424161	January 6, 1987
Southeastern Mills, Inc.	United States of America	LOUISIANA GOLD	4513227	April 15, 2014
Southeastern Mills, Inc.	United States of America	ONE DROP DOES IT	1198986	June 22, 1982
Southeastern Mills, Inc.	United States of America	RED ROOSTER	1128391	December 25, 1979
Southeastern Mills, Inc.	United States of America	THE ORIGINAL 'LOUISIANA' BRAND THE PERFECT HOT SAUCE ONE DROP DOES IT LABEL Design	4531526	May 20, 2014

Trademark Applications

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Southeastern Mills, Inc.	United States of America	THE ORIGINAL FISH FRY MIX FROM THE MAKERS OF LOUISIANA THE PERFECT HOT SAUCE (stylized and/or with design)	86176329	January 27, 2014

Schedule I to Second Lien Trademark Security Agreement

ATL 20590655v2