

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bell-Carter Foods, Inc.		08/11/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N, A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0540643	VALENCIA	
<b>Registration Number:</b>	0630157	SAN FERNANDO VALLEY	
<b>Registration Number:</b>	0949894	LINDSAY	
<b>Registration Number:</b>	1604850	BELL'S	
<b>Registration Number:</b>	1696269	LINDSAY	
<b>Registration Number:</b>	1696272	LINDSAY	
<b>Registration Number:</b>	4300950	LINDSAY ESTD. 1916	
<b>Registration Number:</b>	4660627	LINDSAY TANS	
<b>Registration Number:</b>	3764168	SAVOR OLIVE LIFE	
<b>Registration Number:</b>	3782393	LINDSAY NATURALS	
<b>Registration Number:</b>	3782394	LINDSAY PERFECT PAIRINGS	
<b>Registration Number:</b>	3782395	LINDSAY SNACKERS	
<b>Registration Number:</b>	3848492	LINDSAY ADVENTURES	
<b>Registration Number:</b>	3909203	CALIFORNIA RIPE OLIVES	
<b>Serial Number:</b>	86054717	BELLS FARM	
<b>Serial Number:</b>	86054683	BELL FARMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 0540643

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** michael.barys@thomsonreuters.com  
**Correspondent Name:** Andrea Gniadek, Chapman and Cutler  
**Address Line 1:** 111 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Andrea Gniadek
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<b>SIGNATURE:</b>	/Michael Barys/
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<b>DATE SIGNED:</b>	08/12/2015
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**Total Attachments: 6**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bell-Carter Foods, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 11, 2015

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Andrea Gniadek, Chapman and Cutler

Internal Address: 111 West Monroe Street, 17th Floor

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Andrea Gniadek for Chapman and Cutler LLP

August 12, 2015

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:  6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 11th day of August, 2015, Bell-Carter Foods, Inc., a California corporation ("*Debtor*") assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 W. Monroe Street, Chicago, Illinois 60603 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL-CARTER FOODS, INC.

By   
Name Paul J. Adcock  
Title Chief Financial Officer

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005598 FRAME: 0320**

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent as aforesaid

By   
Name C. SCOTT PLACE  
Title DIRECTOR

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK (REGISTRATIONS)</b>	<b>REGISTRATION #</b>	<b>DATE OF EXPIRATION</b>
1. Valencia	540,643	April 10, 2021
2. San Fernando	630,157	July 3, 2016
3. Lindsay	949,894	January 2, 2023
4. Bell's (Stylized)	1,604,850	July 3, 2020
5. Lindsay	1,696,269	June 23, 2022
6. Lindsay - United States	1,696,272	June 23, 2022
7. Lindsay	4,300,950	March 12, 2023
8. Lindsay Tans	4,660,627	December 23, 2024
9. Savor Olive Life	3,764,168	March 23, 2016
10. Lindsay Naturals	3,782,393	April 27, 2020
11. Lindsay Perfect Pairings	3,782,394	April 27, 2016
12. Lindsay Snackers	3,782,395	April 27, 2016
13. Lindsay Adventures	3,848,492	September 14, 2016
14. California Ripe Olives	3,909,203	January 18, 2016

<b>TRADEMARK (APPLICATION)</b>	<b>SERIAL #</b>	<b>DATE OF FILING</b>
1. Bell Farm	86054717	September 3, 2013
2. Bell Farms	86054683	September 3, 2013