

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351331

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westminster Cracker Company, Inc.		08/03/2015	CORPORATION: VERMONT
Gold's Pure Foods, LLC		08/03/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3186976	GOLD'S
Registration Number:	3533814	GOLD'S
Registration Number:	3533813	GOLD'S SQUEEZE ME!
Registration Number:	4696250	NEW ENGLAND ORIGINAL WESTMINSTER BAKERS
Registration Number:	4255183	WESTMINSTER BAKERS CO.
Registration Number:	3907261	WESTMINSTER CRACKERS ESTABLISHED 1828
Registration Number:	1579303	WESTMINSTER CRACKERS

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

OP \$190.00 3186976

ATTORNEY DOCKET NUMBER:	4975.333
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	08/13/2015
Total Attachments: 6 source=Westminster TM#page1.tif source=Westminster TM#page2.tif source=Westminster TM#page3.tif source=Westminster TM#page4.tif source=Westminster TM#page5.tif source=Westminster TM#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of August 3, 2015, by WESTMINSTER CRACKER COMPANY, INC., a Vermont corporation and GOLD'S PURE FOODS, LLC, a Delaware limited liability company (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of Madison Capital Funding LLC, in its capacity as agent ("Agent") for certain financial institutions ("Lenders") (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the other Loan Parties from time to time party thereto, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such 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) all of its Trademarks (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks 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 each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to

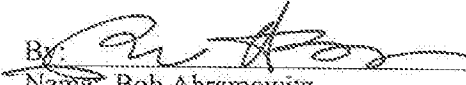
the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WESTMINSTER CRACKER COMPANY, INC.

By: 
Name: Bob Abramowitz
Title: President and CEO

GOLD'S PURE FOODS, LLC

By: _____
Name: Andrew Shackelford
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: Peter J. Notter
Title: Director

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Title: President and CEO

GOLD'S PURE FOODS, LLC

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Name: Andrew Shackelford
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MADISON CAPITAL FUNDING LLC, as Agent

By: _____
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WESTMINSTER CRACKER COMPANY, INC.

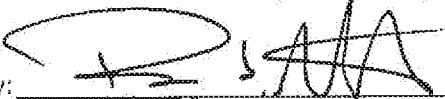
By: _____
Name: Andrew Shackelford
Title: Vice President

GOLD'S PURE FOODS, LLC

By: _____
Name: Andrew Shackelford
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: Peter J. Notter
Title: Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Mark	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
Gold's Pure Foods, LLC	GOLD'S	78809815	3186976	12/19/06
Gold's Pure Foods, LLC	GOLD'S	77443656	3533814	11/18/08
Gold's Pure Foods, LLC	GOLD'S SQUEEZE ME!	77443653	3533813	11/18/08
Westminster Cracker Company, Inc.	NEW ENGLAND ORIGINAL WESTMINSTER BAKERSCO. 1828 ·ALL-NATURAL·	85487024	4696250	3/3/15
Westminster Cracker Company, Inc.	WESTMINSTER BAKERS CO.	85487004	4255183	12/4/12
Westminster Cracker Company, Inc.	WESTMINSTER CRACKERS ESTABLISHED 1828	85043497	3907261	1/18/11
Westminster Cracker Company, Inc.	WESTMINSTER CRACKERS	73807097	1579303	1/23/90