

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351881

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900334094

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flagship Food Group LLC		08/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
Flagship Food Group North America LLC	FORMERLY TVBG LLC	08/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Keybank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4580681	SU MING
Registration Number:	4693054	DEL SOL COMIDA EVERYTHING UNDER THE SUN
Registration Number:	4750830	TJ FARMS SELECT
Registration Number:	4722328	THREE SIXTY PACKAGING
Registration Number:	4722329	FLAGSHIP THREE SIXTY PACKAGING
Serial Number:	86483140	505 SOUTHWESTERN
Serial Number:	86483136	505 SOUTHWESTERN
Serial Number:	86542496	505 SOUTHWESTERN MEXIWRAPS
Serial Number:	86295101	LILLY B'S BEE HEALTHY
Serial Number:	86302882	PICK 6
Serial Number:	86612645	LILLY B'S
Serial Number:	86612642	LILLY B'S BEE HEALTHY

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 2164798386
Email: rebecca.gallagher@squirepb.com
Correspondent Name: Steven M. Auvil
Address Line 1: 127 Public Square
Address Line 2: 4900 Key Tower
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 034691.00185

NAME OF SUBMITTER: Steven M. Auvil

SIGNATURE: /Steven M. Auvil/

DATE SIGNED: 08/19/2015

Total Attachments: 4

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**SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SECOND SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") is made as of the 7th day of August, 2015, by KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank"), as Secured Party (as defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of May 22, 2013 (as heretofore amended, supplemented, confirmed or otherwise modified, the "Security Agreement"), by and among Flagship Food Group LLC, a Delaware limited liability company, Flagship Food Group North America LLC (formerly known as TVBG LLC), a Delaware limited liability company, Excelline Food Products, LLC, a Delaware limited liability company (by joinder pursuant to that certain Domestic Guarantor Joinder dated as of September 3, 2014) (each a "Grantor" and collectively, the "Grantors") in favor of KeyBank as the Secured Party (the "Secured Party"), each Grantor has granted a security interest to the Secured Party for the benefit of certain Secured Creditors described therein, in its Proprietary Collateral (as defined in the Security Agreement) existing from time to time.

B. Pursuant to Section 4 of the Security Agreement, the Secured Party is permitted to amend Exhibit A to the Security Agreement to include any new Proprietary Collateral, or any pending application for Proprietary Collateral.

C. Certain Grantors have advised the Secured Party that they have obtained an ownership interest in new Proprietary Collateral.

NOW THEREFORE, the Security Agreement is hereby amended as follows:

1. Exhibit A to the Security Agreement is hereby supplemented (but not replaced) with the attached Exhibit A.

2. This Supplement constitutes an amendment to the Security Agreement. Except as expressly modified herein, all the terms and provisions of the Security Agreement remain in full force and effect.

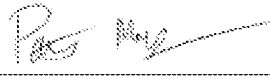
3. This Supplement is a Loan Document (as such term is used in the Security Agreement).

[SIGNATURE PAGES TO FOLLOW]

Agreed and acknowledged to as of the date first written above by:

GRANTORS:

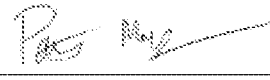
FLAGSHIP FOOD GROUP LLC

By:  _____

Name: Patrick Moulder

Title: Vice President of Finance

FLAGSHIP FOOD GROUP NORTH
AMERICA LLC

By:  _____

Name: Patrick Moulder

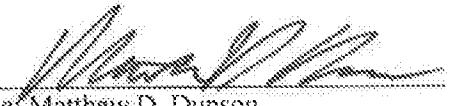
Title: Vice President of Finance

[Signature page to Second Supplement to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Secured Party has executed this Supplement on the date first written above.

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Matthew D. Dunson
Title: Vice President

[Signature page to Second Supplement to Intellectual Property Security Agreement]

EXHIBIT A

**SUPPLEMENT
SCHEDULE OF NEW PROPRIETARY COLLATERAL**

Supplemental Schedule of Trademarks

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
Flagship Food Group North America LLC	4,580,681	SU MING (and Design)	August 5, 2014
Flagship Food Group North America LLC	4,693,054	COMIDA DEL SOL EVERYTHING UNDER THE SUN (and Design)	February 24, 2015
Flagship Food Group North America LLC	4,750,830	T J FARMS SELECT	June 9, 2015
Flagship Food Group LLC	4,722,328	THREE SIXTY PACKAGING	April 21, 2015
Flagship Food Group LLC	4,722,329	FLAGSHIP THREE SIXTY PACKAGING	April 21, 2015

Trademark Applications

<u>Grantor</u>	<u>Application No.</u>	<u>Mark</u>
Flagship Food Group North America LLC	86/483,140	505 SOUTHWESTERN
Flagship Food Group North America LLC	86/483,136	505 SOUTHWESTERN (and Design)
Flagship Food Group North America LLC	86/542,496	505 SOUTHWESTERN MEXIWRAPS
Flagship Food Group LLC	86/295,101	LILLY B'S BEE HEALTHY (and Design)
Flagship Food Group LLC	86/302,882	PICK 6
Flagship Food Group LLC	86/612,645	LILLY B'S
Flagship Food Group LLC	86/612,642	LILLY B'S BEE HEALTHY (and Design)