

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALLEY FINE FOODS COMPANY, INC.		06/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANC OF AMERICA LEASING & CAPITAL, LLC		
Street Address:	135 S. LaSalle Street		
Internal Address:	Mail Code- IL4-135-09-01		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	86452627	ARTISOLA	
Serial Number:	86337944	TABLERUNNER	
Serial Number:	86319383	RED FARMHOUSE	
Serial Number:	86183600	THREE BRIDGES	
Serial Number:	85969763	LA MESA FRESCA	
Serial Number:	85603813	HEIRLOOM	
Serial Number:	85601015	NOSH	
Serial Number:	85553313	SUPERFOOD	
Serial Number:	85531394	SUPERFOOD	
Registration Number:	4296267	SIGNATURE PAIRINGS	
Registration Number:	4199866	PASTA PRIMA	
Serial Number:	78873171	PASTA PRIMA	
Registration Number:	3340934	THE TRAVELING CHEF	
Serial Number:	75843440	RAVIOLI DUO	
Registration Number:	2381463	HERB CHEESE DELIGHT	
Serial Number:	75824769	RAVIOLI ENTREE	
Serial Number:	75824771	RAVIOLI TRIO	
Serial Number:	75824767	PASTA PRIMA	
TRADEMARK			

CH \$490.00 86452627

Property Type	Number	Word Mark
Serial Number:	75824768	RAVIOLI GOURMET
CORRESPONDENCE DATA		
Fax Number:	3107884471	
<i>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.</i>		
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:	213955.00186	
NAME OF SUBMITTER:	Vickie Lee	
SIGNATURE:	/Vickie Lee/	
DATE SIGNED:	08/27/2015	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 1st day of June, 2015, by and among VALLEY FINE FOODS COMPANY, INC., a California corporation (“Grantor”), and BANC OF AMERICA LEASING & CAPITAL, LLC (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain: (i) “Master Loan and Security Agreement Number: 23039-70000” dated as of September 26, 2011, together with those certain “Amended and Restated Addendum(s) to Master Loan and Security Agreement No. 23039-70000”; (ii) “Equipment Security Note Number 700001” dated as of September 26, 2011; (iii) “Equipment Security Note Number 700002” dated as of September 26, 2011; (iv) “Equipment Security Note Number 003” dated as of September 26, 2011; (v) “Master Loan and Security Agreement Number: 24623-70000” dated as of July 19, 2012; and (vi) “Equipment Security Note Number 70001” dated as of July 26, 2013 (collectively, and as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreements”), Lender has agreed to make certain financial accommodations available to Grantor and its affiliate, Nuway Packing Equipment LLC, a Nevada limited liability company (“Nuway”), from time to time pursuant to the terms and conditions set forth in the Loan Documents; and

WHEREAS, in connection with the Loan Agreements, Lender, Grantor and Nuway have entered into that certain “Forbearance Agreement” dated as of June 1, 2015 (as amended, restated, supplemented or other modified from time to time, the “Forbearance Agreement”); and

WHEREAS, pursuant to the Forbearance Agreement, Grantor is required to execute and deliver to Lender this Trademark Security 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 is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Forbearance Agreement or, if not defined therein, in the Loan Agreements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) 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 or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any

damages, (ii) injury to the goodwill associated with any Trademark, and/or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreements, the Notes, the Forbearance Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Forbearance Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Forbearance Agreement, the Forbearance Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by electronic mail, telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by electronic mail, telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER, AND DISPUTE RESOLUTION PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE, JURY TRIAL WAIVER, AND DISPUTE RESOLUTION CONTAINED IN THE FORBEARANCE AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


VALLEY FINE FOODS COMPANY, INC., a
California corporation

By: 
Name: Ryan Tu
Title: President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

BANC OF AMERICA LEASING & CAPITAL, LLC

By: 
Name: Todd Wittberg
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Valley Fine Foods Company, Inc.	United States	Artisola	86452627	November 12, 2014
Valley Fine Foods Company, Inc.	United States	Tablerunner	86337944	July 15, 2014
Valley Fine Foods Company, Inc.	United States	Red Farmhouse	86319383	June 24, 2014
Valley Fine Foods Company, Inc.	United States	Three Bridges	86183600	February 4, 2014
Valley Fine Foods Company, Inc.	United States	La Mesa Fresca	85969763	June 25, 2013
Valley Fine Foods Company, Inc.	United States	Heirloom	85603813	April 20, 2012
Valley Fine Foods Company, Inc.	United States	Nosh	85601015	April 18, 2012
Valley Fine Foods Company, Inc.	United States	Superfood	85553313	February 27, 2012
Valley Fine Foods Company, Inc.	United States	Superfood	85531394	February 1, 2012
Valley Fine Foods Company, Inc.	United States	Signature Pairings	4296267	February 26, 2013
Valley Fine Foods Company, Inc.	United States	Pasta Prima	4199866	August 28, 2012
Valley Fine Foods Company, Inc.	United States	Pasta Prima	78873171	May 1, 2006
Valley Fine Foods Company, Inc.	United States	The Traveling Chef	3340934	November 20, 2007
Valley Fine Foods Company, Inc.	United States	Ravioli Duo	75843440	November 8, 1999
Valley Fine Foods Company, Inc.	United States	Herb Cheese Delight	2381463	August 29, 2000

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Valley Fine Foods Company, Inc.	United States	Ravioli Entree	75824769	October 18, 1999
Valley Fine Foods Company, Inc.	United States	Ravioli Trio	75824771	October 18, 1999
Valley Fine Foods Company, Inc.	United States	Pasta Prima	75824767	October 18, 1999
Valley Fine Foods Company, Inc.	United States	Ravioli Gourmet	75824768	October 8, 1999