

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NEW ASSIGNMENT - Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2089776	MOM NEVER MADE 'EM THIS GOOD	
Registration Number:	2213194	NO MESS COOKIE DOUGH	
Registration Number:	3261092	MI COLONIA	
Registration Number:	3261093	PANADERIA MI COLONIA	
Registration Number:	3340032	PANADERIA MI COLONIA DESDE 1942	
Registration Number:	2528309	PANGEA WORLD BAKERS	
CORRESPONDENCE DATA			
Fax Number:	3129932647		
<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:	3128767708		
Email:	beth.arnold@lw.com		
Correspondent Name:	Beth Arnold		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0000		
NAME OF SUBMITTER:	Beth Arnold		
SIGNATURE:	/s/ Beth Arnold		

CH \$165.00 2089776

DATE SIGNED:	09/24/2015
Total Attachments: 33 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif source=Assignment#page10.tif source=Assignment#page11.tif source=Assignment#page12.tif source=Assignment#page13.tif source=Assignment#page14.tif source=Assignment#page15.tif source=Assignment#page16.tif source=Assignment#page17.tif source=Assignment#page18.tif source=Assignment#page19.tif source=Assignment#page20.tif source=Assignment#page21.tif source=Assignment#page22.tif source=Assignment#page23.tif source=Assignment#page24.tif source=Assignment#page25.tif source=Assignment#page26.tif source=Assignment#page27.tif source=Assignment#page28.tif source=Assignment#page29.tif source=Assignment#page30.tif source=Assignment#page31.tif source=Assignment#page32.tif source=Assignment#page33.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, SFTX FOODS, INC., STERLING FOODS, LLC, BUENA VISTA FOOD PRODUCTS, INC., and CARAVAN TRADING COMPANY, as “Grantors”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, successor collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement dated as of March 4, 2010 and filed with the United States Patent and Trademark Office on March 5, 2010 at Reel 004162, Frame 0022.

Patent Security Agreement dated as of March 4, 2010 and filed with the United States Patent and Trademark Office on March 5, 2010 at Reel 024035, Frame 0462.

Patent Security Agreement dated as of March 4, 2010 and filed with the United States Patent and Trademark Office on March 11, 2010 at Reel 024064, Frame 0225.

EXHIBIT B

See attached

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

TRADEMARK ASSIGNMENT

Electronic Version v1.1

03/05/2010

Stylesheet Version v1.1

900156400

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	SECURITY INTEREST																					
CONVEYING PARTY DATA																						
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Sterling Foods, LLC</td><td></td><td>03/04/2010</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>Caravan Trading Company</td><td></td><td>03/04/2010</td><td>CORPORATION: CALIFORNIA</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Sterling Foods, LLC		03/04/2010	LIMITED LIABILITY COMPANY: TEXAS	Caravan Trading Company		03/04/2010	CORPORATION: CALIFORNIA										
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Sterling Foods, LLC		03/04/2010	LIMITED LIABILITY COMPANY: TEXAS																			
Caravan Trading Company		03/04/2010	CORPORATION: CALIFORNIA																			
RECEIVING PARTY DATA																						
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT																					
Street Address:	500 WEST MONROE STREET																					
City:	CHICAGO																					
State/Country:	ILLINOIS																					
Postal Code:	60661																					
Entity Type:	CORPORATION: DELAWARE																					
PROPERTY NUMBERS Total: 6																						
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Registration Number:	2528309	PANGEA WORLD BAKERS																				
CORRESPONDENCE DATA																						
Fax Number:	(312)577-4688																					
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																						
Phone:	(312)577-8416																					
Email:	carole.dobbins@kattenlaw.com																					
Correspondent Name:	Carole Dobbins c/o Katten Muchin																					
Address Line 1:	525 W. Monroe St.																					
Address Line 4:	Chicago, ILLINOIS 60661																					

CH \$165.00 2089776

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

ATTORNEY DOCKET NUMBER:	207170-00360
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/05/2010
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 4, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

STERLING FOODS, LLC, a Texas
limited liability company
as Grantor

By: Mark S Kuehl
Name: Mark S Kuehl
Title: Secretary

CARAVAN TRADING COMPANY, a
California corporation
as Grantor

By: Mark S Kuehl
Name: Mark S Kuehl
Title: SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Its: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005630 FRAME: 0011

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

Very truly yours,

STERLING FOODS, LLC, a Texas
limited liability company
as Grantor

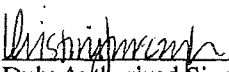
By: _____
Name: _____
Title: _____

CARAVAN TRADING COMPANY, a
California corporation
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Its: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005630 FRAME: 0012

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MOM NEVER MADE 'EM THIS GOOD	U.S.	75/000,467 10/2/1995	2,089,776 8/19/1997	Sterling Foods, LLC	None
NO MESS COOKIE DOUGH	U.S.	75/000,466 10/2/1995	2,213,194 12/22/1998	Sterling Foods, LLC	None
MI COLONIA	U.S.	78/967103 9/5/2006	3,261,092 7/10/2007	Caravan Trading Company	None
PANADERIA MI COLONIA	U.S.	78/967127 9/5/2006	3,261,093 7/10/2007	Caravan Trading Company	None
PANADERIA MI COLONIA DESDE 1942 AND LOGO DESIGN	U.S.	78/967171 9/5/2006	3,340,032 11/20/2007	Caravan Trading Company	None
PANGEA WORLD BAKERS	U.S.	75/862447 12/2/1999	2,528,309 1/8/2002	Caravan Trading Company	None

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

501111092A

MARCH 08, 2010

PTAS

CAROLE DOBBINS C/O KATTEN MUCHIN
525 W. MONROE ST.
CHICAGO, IL 60661UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/05/2010

REEL/FRAME: 024035/0462
NUMBER OF PAGES: 8BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 207170-00360

ASSIGNOR:

BUENA VISTA FOOD PRODUCTS, INC.

DOC DATE: 03/04/2010

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
500 WEST MONROE STREET
CHICAGO, ILLINOIS 60661

SERIAL NUMBER: 08578423

FILING DATE: 12/26/1995

PATENT NUMBER: 5656318

ISSUE DATE: 08/12/1997

TITLE: METHOD AND APPARATUS FOR PACKAGING UNCOOKED FOOD PRODUCTS

USPTO

3/8/2010 9:21:25 AM PAGE 3/005 Fax Server

TO:CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY:525 W. MONROE ST.

024035/0462 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/05/2010
501111092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BUENA VISTA FOOD PRODUCTS, INC.	03/04/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5656318
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-00360
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 6 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif	

CH \$40.00 5656318

USPTO

3/8/2010 9:21:25 AM PAGE 5/005 Fax Server

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

source=Patent Security Agreement#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 4, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 4, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

1. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

2. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

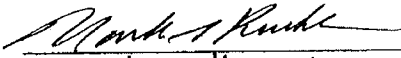
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**BUENA VISTA FOOD PRODUCTS,
INC.,** a California corporation
as Grantor

By: 
Name: Mark S Kuehl
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Its: Duly Authorized Signatory

Patent Security Agreement

TRADEMARK
REEL: 005630 FRAME: 0020

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

Very truly yours,

**BUENA VISTA FOOD PRODUCTS,
INC.,** a California corporation
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: *[Signature]*
Its: Duly Authorized Signatory

Patent Security Agreement

TRADEMARK
REEL: 005630 FRAME: 0021

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Method and apparatus for packaging uncooked food products	U.S.	08/578,23 12/26/1995	5,656,318 8/12/1997	Buena Vista Food Products, Inc.	None

2. PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Shelf stable soft pretzel and methodology	U.S.	09/433,103 11/3/1999	Not Applicable	Sterling Foods	None
Calcium-enriched food product	U.S.	11/329905 01/11/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.	Exclusive ¹ Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008

¹ Pursuant to the Exclusive Patent License and Royalty Agreement between Mission Pharmaceutical Company ("Mission") and Sterling Foods, LLC ("Sterling LLC") effective as of December 22, 2008, Sterling LLC's ownership of an equal and undivided interest in the patent applications entitled "Calcium-enriched food product" listed in this schedule subject to an exclusive (even as to Sterling LLC) license granted to Mission.

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Calcium-enriched food product	U.S.	11/468,077 08/29/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.	Exclusive Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008

3. IP LICENSES

- a. Exclusive Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008 with respect to patent application numbers 11/329905 and 11/468,077

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

501116082

MARCH 12, 2010

PTAS

CAROLE DOBBINS C/O KATTEN MUCHIN
525 W. MONROE ST.
CHICAGO, IL 60661UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/11/2010

REEL/FRAME: 024064/0225
NUMBER OF PAGES: 8BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 207170-360ASSIGNOR:
STERLING FOODS, LLC

DOC DATE: 03/04/2010

ASSIGNEE:
GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
500 WEST MONROE STREET
CHICAGO, ILLINOIS 60661

SERIAL NUMBER: 09433103

FILING DATE: 11/03/1999

PATENT NUMBER:

ISSUE DATE:

TITLE: SHELF STABLE SOFT PRETZEL AND METHODOLOGY

SERIAL NUMBER: 11329905

FILING DATE: 01/11/2006

PATENT NUMBER:

ISSUE DATE:

TITLE: CALCIUM-ENRICHED FOOD PRODUCT

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

USPTO

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TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

024064/0225 PAGE 2

SERIAL NUMBER: 11468077

FILING DATE: 08/29/2006

PATENT NUMBER:

ISSUE DATE:

TITLE: CALCIUM-ENRICHED FOOD PRODUCT

LAZENA MARTIN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

PATENT ASSIGNMENT

Electronic Version v1.1

03/11/2010

Stylesheet Version v1.1

501116082

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sterling Foods, LLC	03/04/2010
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	09433103
Application Number:	11329905
Application Number:	11468077
CORRESPONDENCE DATA	
Fax Number:	(312)577-4688
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8416
Email:	carole.dobbins@kattenlaw.com
Correspondent Name:	Carole Dobbins c/o Katten Muchin
Address Line 1:	525 W. Monroe St.
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	207170-360
NAME OF SUBMITTER:	Carole Dobbins
Total Attachments: 6 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif	

CH \$120.00 09433103

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3/12/2010 1:30:06 PM PAGE 5/005 Fax Server

TO: CAROLE DOBBINS C/O KATTEN MUCHIN COMPANY: 525 W. MONROE ST.

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of March 4, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 4, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

1. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

2. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

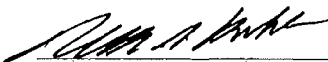
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

STERLING FOODS, LLC, a Texas
limited liability company
as Grantor

By: 
Name: MARK S KUEHL
Title: SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

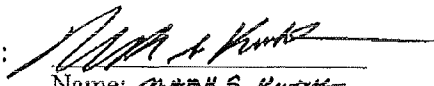
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

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

Very truly yours,

STERLING FOODS, LLC, a Texas
limited liability company
as Grantor

By:


Name: MARK S. RUTT

Title: SECRETARY

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:


Name:

Title: Kristine M. Jurczyk
Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Method and apparatus for packaging uncooked food products	U.S.	08/578,23 12/26/1995	5,656,318 8/12/1997	Buena Vista Food Products, Inc.	None

2. PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Shelf stable soft pretzel and methodology	U.S.	09/433,103 11/3/1999	Not Applicable	Sterling Foods	None
Calcium-enriched food product	U.S.	11/329905 01/11/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.	Exclusive ¹ Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008

¹ Pursuant to the Exclusive Patent License and Royalty Agreement between Mission Pharmaceutical Company ("Mission") and Sterling Foods, LLC ("Sterling LLC") effective as of December 22, 2008, Sterling LLC's ownership of an equal and undivided interest in the patent applications entitled "Calcium-enriched food product" listed in this schedule subject to an exclusive (even as to Sterling LLC) license granted to Mission.

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Current Owner	IP Licenses
Calcium-enriched food product	U.S.	11/468,077 08/29/2006	Not Applicable	Sterling Foods Ltd.; Mission Pharmaceutical Co.	Exclusive Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008

3. IP LICENSES

- a. Exclusive Patent and Royalty Agreement by and between Mission Pharmaceutical Company and Sterling Foods, LLC dated as of December 22, 2008 with respect to patent application numbers 11/329905 and 11/468,077