

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Teasdale Foods, Inc.		10/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 38</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4498234	SONTAVA!	
Registration Number:	4513882	CAMPFIRE ROASTED	
Registration Number:	3204068	7J RANCH	
Registration Number:	3281111	SOUTHWEST CILANTRO	
Registration Number:	3179949	BUCKIN' BERRY	
Registration Number:	3582118	5-STAR	
Registration Number:	2645753	COWPOKE ARTICHOKE	
Registration Number:	2727959	PRAIRIE PEACH	
Registration Number:	1915258	7J RANCH	
Registration Number:	1922285	BUCKAROO	
Registration Number:	1843097	CHIK'N LIK'N	
Registration Number:	1840749	BLAZIN' SADDLE	
Registration Number:	1755595	SONTAVA!	
Registration Number:	1707023	TEXACALI	
Registration Number:	1700718	TEXASALSA	
Registration Number:	1661001	TEXAPENO	
Registration Number:	1659914	JAILHOUSE CAVIAR	
Registration Number:	1647596	TEXARITA	
Registration Number:	1646199	5-STAR	

OP \$965.00 4498234

Property Type	Number	Word Mark
Registration Number:	1642193	QUESO LOCO
Registration Number:	1594468	BUCKSHOT
Registration Number:	1589201	KILLER
Registration Number:	1607552	TEXAS CAVIAR
Registration Number:	1594477	TEXAS RED SNAPPER
Registration Number:	1458599	D. L. JARDINE'S
Registration Number:	1465708	D. L. JARDINE'S
Registration Number:	1435851	D.L. JARDINE'S CHUCK WAGON RECIPE TEXAS
Registration Number:	2941996	SALSA BOBOS
Registration Number:	3862661	TUMBLEWEED VERDE
Registration Number:	3732986	LOUISIANA CAJUN CAYENNE
Registration Number:	3689048	KANSAS CITY SLOW MO MOLASSES
Registration Number:	3779260	FRESH FROM HOME
Registration Number:	1683122	KICK'M-UP
Registration Number:	1684576	
Registration Number:	1675992	
Registration Number:	1526014	TEXAS CHAMPAGNE
Registration Number:	1456732	TEXACANTE
Registration Number:	1458598	SHOTGUN WILLIE'S

#### CORRESPONDENCE DATA

Fax Number: 4045725134

*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: 404.572.4600

Email: ssexton@kslaw.com

Correspondent Name: Susanne Hollinger

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 23743.015001

NAME OF SUBMITTER: Sally Sexton

SIGNATURE: /sallysexton/

DATE SIGNED: 10/05/2015

#### Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2015, is made by each of the entities listed on the signature pages hereof (the "Grantor"), 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 Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 28, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Teasdale Foods, Inc., a Delaware corporation, as the borrower (the "Borrower"), Familia Intermediate Holdings I Corp., a Delaware corporation ("Holdings"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as the 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; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement, dated as of October 28, 2014, in favor of the Agent and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the 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. The 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 the 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 the 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;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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, the 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.

TEASDALE FOODS, INC.  
as Grantor

By: \_\_\_\_\_ *Russ Kenerly*  
Name: Russ Kenerly  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN)]

TRADEMARK  
REEL: 005637 FRAME: 0696

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP

as Agent

By: Colin W. Torrance  
Name: Colin W. Torrance  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN)]

**TRADEMARK**  
**REEL: 005637 FRAME: 0697**


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations



1. REGISTERED TRADEMARKS

Trademark	Country/ State	Status	Appl. No.  Filing date	Reg. No.  Reg. Date	Owner
SONTAVA!	US	Registered	86/078,643  9/30/2013	4,498,234  3/18/2014	Teasdale Foods, Inc.
CAMPFIRE ROASTED	US	Registered	86/031,717  8/07/2013	4,513,882  4/15/2014	Teasdale Foods, Inc.
7J RANCH	US	Registered	78/881,901  5/11/2006	3,204,068  1/30/2007	Teasdale Foods, Inc.
SOUTHWEST CILANTRO	US	Registered	78/850,881  3/31/2006	3,281,111  8/14/2007	Teasdale Foods, Inc.
BUCKIN' BERRY	US	Registered	78/682,569  8/01/2005	3,179,949  12/05/2006	Teasdale Foods, Inc.
5-STAR	US	Registered	77/149,731  4/05/2007	3,582,118  3/03/2009	Teasdale Foods, Inc.
COWPOKE ARTICHOKE	US	Registered	76/376,900  3/04/2002	2,645,753  11/05/2002	Teasdale Foods, Inc.
PRAIRIE PEACH	US	Registered	76/318,119  9/25/2001	2,727,959  6/17/2003	Teasdale Foods, Inc.
7J RANCH	US	Registered	74/567,788  8/30/1994	1,915,258  8/29/1995	Teasdale Foods, Inc.



Trademark	Country/ State	Status	Appl. No.  Filing date	Reg. No.  Reg. Date	Owner
	US	Registered	74/530,998 5/31/1994	1,922,285 9/26/1995	Teasdale Foods, Inc.
CHIK'N LIK'N	US	Registered	74/427,306 8/18/1993	1,843,097 7/05/1994	Teasdale Foods, Inc.
BLAZIN' SADDLE	US	Registered	74/426,330 8/18/1993	1,840,749 6/21/1994	Teasdale Foods, Inc.
SONTAVA!	US	Registered	74/279,682 5/27/1992	1,755,595 3/02/1993	Teasdale Foods, Inc.
TEXACALI	US	Registered	74/214,011 10/17/1991	1,707,023 8/11/1992	Teasdale Foods, Inc.
TEXASALSA	US	Registered	74/193,139 8/09/1991	1,700,718 7/14/1992	Teasdale Foods, Inc.
TEXAPEÑO	US	Registered	74/102,649 10/02/1990	1,661,001 10/15/1991	Teasdale Foods, Inc.
JAILHOUSE CAVIAR	US	Registered	74/077,144 7/06/1990	1,659,914 10/08/1991	Teasdale Foods, Inc.
TEXARITA	US	Registered	74/076,166 7/06/1990	1,647,596 6/11/1991	Teasdale Foods, Inc.
5-STAR	US	Registered	74/076,165 7/06/1990	1,646,199 5/28/1991	Teasdale Foods, Inc.
QUESO LOCO	US	Registered	74/035,157 3/05/1990	1,642,193 4/23/1991	Teasdale Foods, Inc.

Trademark	Country/ State	Status	Appl. No.  Filing date	Reg. No.  Reg. Date	Owner
BUCKSHOT	US	Registered	73/820,223 8/21/1989	1,594,468 5/01/1990	Teasdale Foods, Inc.
KILLER	US	Registered	73/818,529 8/10/1989	1,589,201 3/27/1990	Teasdale Foods, Inc.
TEXAS CAVIAR	US	Registered	73/788,564 3/23/1989	1,607,552 7/24/1990	Teasdale Foods, Inc.
TEXAS RED SNAPPER	US	Registered	73/788,522 3/23/1989	1,594,477 5/01/1990	Teasdale Foods, Inc.
D. L. JARDINE'S	US	Registered	73/644,458 2/13/1987	1,458,599 9/22/1987	Teasdale Foods, Inc.
D. L. JARDINE'S	US	Registered	73/644,456 2/13/1987	1,465,708 11/17/1987	Teasdale Foods, Inc.
D.L. JARDINE'S CHUCK WAGON RECIPE TEXAS FOODS  	US	Registered	73/310,300 1/13/1987	1,435,851 4/07/1987	Teasdale Foods, Inc.
SALSA BOBOS	US	Registered	78/396,189 4/05/2004	2,941,996 4/19/2005	Teasdale Foods, Inc.
TUMBLEWEED VERDE	US	Registered	77/800,602 8/10/2009	3,862,661 10/19/2010	Teasdale Foods, Inc.
LOUISIANA CAJUN CAYENNE	US	Registered	77/689,646 3/12/2009	3,732,986 12/29/2009	Teasdale Foods, Inc.

Trademark	Country/ State	Status	Appl. No.  Filing date	Reg. No.  Reg. Date	Owner
KANSAS CITY SLOW MO MOLASSES	US	Registered	77/689,610  3/12/2009	3,689,048  9/29/2009	Teasdale Foods, Inc.
FRESH FROM HOME	US	Registered	77/681,162  3/02/2009	3,779,260  4/20/2010	Teasdale Foods, Inc.
KICK'M-UP	US	Registered	74/153,801  4/02/1991	1,683,122  4/14/1992	Teasdale Foods, Inc.
	US	Registered	74/131,303  1/14/1991	1,684,576  4/28/1992	Teasdale Foods, Inc.
	US	Registered	74/130,756  1/14/1991	1,675,992  2/18/1992	Teasdale Foods, Inc.
TEXAS CHAMPAGNE	US	Registered	73/737,944  7/05/1988	1,526,014  2/21/1989	Teasdale Foods, Inc.
TEXACANTE	US	Registered	73/644,459  2/13/1987	1,456,732  9/8/1987	Teasdale Foods, Inc.
SHOTGUN WILLIE'S	US	Registered	73/644,457  2/13/1987	1,458,598  9/22/1987	Teasdale Foods, Inc.
D.L. JARDINE'S	AU	Registered	1572433  8/2/2013	1572433  8/2/2013	Teasdale Foods, Inc.

## 2. IP LICENSES

- SAP (including Vision33 support agreement)
- Coresuite

- Be As