

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WENNER BREAD PRODUCTS, INC.		12/11/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	BANCO BILBAO VIZCAYA ARGENTARIA, S.A.		
Street Address:	1345 Avenue of the Americas, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: SPAIN		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3979402	BREAD WITH BENEFITS	
Registration Number:	3979403	BWB	
Registration Number:	4589796	CELEBRATING THE ART OF BAKING SINCE 1956	
Registration Number:	3935157	FDF	
Registration Number:	3958646	FIRST DAY FRESH	
Registration Number:	2642845	FREEZER 2 FRESH	
Registration Number:	3629010	HEARTY & HEALTHY GRAINS	
Registration Number:	3270993	NPN	
Registration Number:	2642847	RUSTICA	
Registration Number:	2930585	STEAKHOUSE STYLE	
Registration Number:	2720796	SWEET CAROLINA CLUSTERS	
Registration Number:	3649102	SWEET DUCHESS	
Registration Number:	1557076	SWIRL ONION	
Registration Number:	2642846	THE PROOF IS IN THE OVEN!	
Registration Number:	1550395	WENNER	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3055790558
Email: chius@gtlaw.com
Correspondent Name: Greenberg Traurig, P.A.
Address Line 1: Sandy Chiu, Esq.
Address Line 2: 333 S.E. 2nd Avenue, Suite 4400
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	158737.010000
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NAME OF SUBMITTER:	Sandy Chiu
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SIGNATURE:	/Sandy Chiu/
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DATE SIGNED:	12/14/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2015, is made by WENNER BREAD PRODUCTS, INC. (the "Grantor"), in favor of BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (NEW YORK BANK), as security agent for the Secured Creditors (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Contrato de Financiación, dated as of December 10, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Wenner Bread Products, Inc. ("Borrower"), certain affiliates of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Banco Bilbao Vizcaya Argentaria, S.A., as agent for the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement, dated as of December 11, 2015, by and among the Borrower, certain affiliates of the Borrower party thereto and the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Creditors, a security interest in, inter alia, the Trademark Collateral;

WHEREAS, in connection therewith, the Agent has required the Grantor to execute and deliver this Trademark Security Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the 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 are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Incorporation. The recitals set forth at the beginning of this Trademark Security Agreement and any schedules attached hereto are hereby incorporated in and made a part of this Trademark Security Agreement by this reference.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the payment and performance of the Secured Obligations, hereby grants to Agent, for the benefit of the Secured Creditors, 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, 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 Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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.

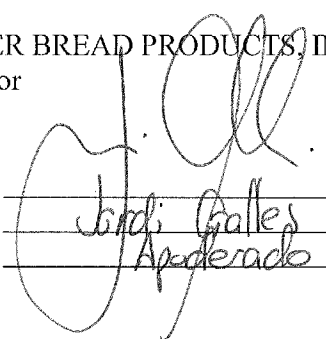
Section 5. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government office record this Trademark Security Agreement. Upon termination of the Security Agreement in accordance with its terms, the Agent shall, at no cost to Agent, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the Lien and security interest in the Trademark Collateral thereunder and under this Trademark Security Agreement, which instrument shall be prepared by the Grantor.

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 WITHOUT REGARD TO CONFLICT OF LAW OR CHOICE OF LAW PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

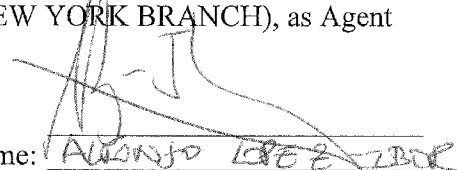
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

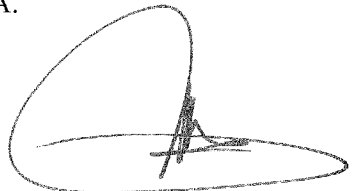
WENNER BREAD PRODUCTS, INC.,
as Grantor

By: 
Name: Jordi Galles
Title: Apoderado

ACCEPTED AND AGREED
as of the date first above written:

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
(NEW YORK BRANCH), as Agent


By: 
Name: ALFONSO LOPEZ ZBOR
Title: ASSOCIATE


LUIS FERMIN QUIÑES CÉSPEDAS
APODERADO

[Signature page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number/Application Date	Registration Number/Registration Date
BREAD WITH BENEFITS BREAD WITH BENEFITS	85036731 May 12, 2010	3979402 June 14, 2011
BWB BWB	85036756 May 12, 2010	3979403 June 14, 2011
CELEBRATING THE ART OF BAKING SINCE 1956 CELEBRATING THE ART OF BAKING SINCE 1956	85938627 May 21, 2013	4589796 August 19, 2014
fdf fdf	R77807398 August 18, 2009	3935157 March 22, 2011
FIRST DAY FRESH FIRST DAY FRESH	77807381 August 18, 2009	3958646 May 10, 2011
FREEZER 2 FRESH	76370354 February 12, 2002	2642845 October 29, 2012
HEARTY & HEALTHY GRAINS HEARTY & HEALTHY GRAINS	77307861 October 18, 2007	3629010 May 26, 2009
NPIN NPN	77009909 September 28, 2006	3270993 August 9, 2013
RUSTICA	76370359 February 12, 2002	2642847 October 29, 2012
STEAKHOUSE STYLE	78262808 June 16, 2003	2930585 March 8, 2015
SWEET CAROLINA CLUSTERS	76370356 February 12, 2002	2720796 June 3, 2013

SWEET DUCHESS	76370358 February 12, 2002	3649102 July 20, 2015
SWIRL ONION	73759812 October 25, 1988	1557076 September 19, 2009
THE PROOF IS IN THE OVEN!	76370355 February 12, 2002	2642846 October 29, 2012
WENNER and Design 	73758890 October 21, 1988	1550395 August 1, 2009

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