

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DPI Specialty Foods, Inc.		12/14/2015	CORPORATION: DELAWARE
DPI Specialty Foods Mid Atlantic, Inc.		12/14/2015	CORPORATION: DELAWARE
DPI Specialty Foods West, Inc.		12/14/2015	CORPORATION: DELAWARE
DPI Specialty Foods Northwest, Inc.		12/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CF Lending, LLC		
Street Address:	601 S. Figueroa Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Limited Liability Company Delaware		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2026631	DOUBLE-H	
Registration Number:	1779242	DPI	
Registration Number:	3576959	DPI SPECIALTY FOODS	
Registration Number:	2045565	HH	
Registration Number:	2090969	MARIA MASCONI'S	
Registration Number:	1417591	PRIMROSE	
Registration Number:	2109119	SANTA BARBARA CREAMERY CO.	
Registration Number:	3671251	SWEET TREATS	
Registration Number:	2109108		
Registration Number:	2135928		
Serial Number:	77626063	EVER FRESH	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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: 800-927-9801 x 62348
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	910940
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/15/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CF Lending, LLC ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 14, 2015 (as amended, restated or supplemented from time to time, the "Credit Agreement"), by and among Borrowers, Borrower Representative, Holdings, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to 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 Agent (as amended, restated or supplemented from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations and the Real Property Loan Obligations (each as defined in the Credit Agreement) of each Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with 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 Agent for the benefit of the Secured Parties, and grants to 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;
- (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 Guaranty and Security Agreement and each 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 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 Illinois.

[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.

GRANTORS:

DPI SPECIALTY FOODS, INC.
DPI SPECIALTY FOODS MID ATLANTIC, INC.
DPI SPECIALTY FOODS WEST, INC.
DPI SPECIALTY FOODS NORTHWEST, INC.

By 
Name: Alan A. Weed
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CF LENDING, LLC, as Agent

By  _____

Name: Eric Watson

Title: Duly Authorized Signatory





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 005691 FRAME: 0168

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Registration Date	Owner
<u>DOUBLE-H and Design</u> 	United States (Federal)	RN: 2026631 SN: 74729425	December 31, 1996	DPI Specialty Foods Mid-Atlantic, Inc.
<u>DPI and Design</u> 	United States (Federal)	RN: 1779242 SN: 74293584	June 29, 1993	DPI Specialty Foods, Inc.
<u>DPI SPECIALTY FOODS</u> <small>DPI SPECIALTY FOODS</small>	United States (Federal)	RN: 3576959 SN: 77164132	February 17, 2009	DPI Specialty Foods, Inc.
<u>HH and Design</u> 	United States (Federal)	RN: 2045565 SN: 75004338	March 18, 1997	DPI Specialty Foods Mid-Atlantic, Inc.
<u>MARIA MASCONI'S</u>	United States (Federal)	RN: 2090969 SN: 75127866	August 26, 1997	DPI Specialty Foods West, Inc.
<u>PRIMROSE</u>	United States (Federal)	RN: 1417591 SN: 73576562	November 18, 1986	DPI Specialty Foods Northwest, Inc.
<u>SANTA BARBARA CREAMERY CO.</u>	United States (Federal)	RN: 2109119 SN: 75196035	October 28, 1997	DPI Specialty Foods West, Inc.
<u>SWEET TREATS</u> Sweet Treats	United States (Federal)	RN: 3671251 SN: 77638427	August 18, 2009	DPI Specialty Foods West, Inc.
<u>Design Only</u> 	United States (Federal)	RN: 2109108 SN: 75195687	October 28, 1997	DPI Specialty Foods West, Inc.

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Registration Date	Owner
<u>Design Only</u> 	United States (Federal)	RN: 2135928 SN: 75257241	February 10, 1998	DPI Specialty Foods West, Inc.

2. ABANDONED TRADEMARKS

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Status/ Disclaimer	Owner
<u>EVER FRESH</u> Ever Fresh	United States (Federal)	SN: 77626063	Abandoned - Failure to Respond September 29, 2009	Dpi Specialty Foods West, Inc.