

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC CHEESE CO., INC.		01/04/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 9006		
Internal Address:	Attention: Annaliese Fisher		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1389263	PACIFIC CHEESE	
Registration Number:	1390090	CHESWICK	
Registration Number:	1390089	GRAND EUROPEAN	
Registration Number:	1764701	FAMOUS ITALIAN STYLE NORTH BEACH	
Registration Number:	2719273	CASCADE DAIRY	
Registration Number:	2874031	BELLA FOGLIA	
Registration Number:	4749281	UTTER GOODNESS	
Registration Number:	1791757	NORTH BEACH	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		

OP \$215.00 1389263

SIGNATURE:	/Katarzyna Schmidt/
DATE SIGNED:	01/04/2016
Total Attachments: 10 source=Pacific Cheese - Trademark Security Agreement (Executed)#page1.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page2.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page3.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page4.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page5.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page6.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page7.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page8.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page9.tif source=Pacific Cheese - Trademark Security Agreement (Executed)#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is entered into as of January 4, 2016 by and among Pacific Cheese Co., Inc., a California corporation (the "Borrower"), each of the Subsidiaries of the Borrower signatory hereto from time to time (such Subsidiaries, together with the Borrower, each individually a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Grantors party thereto from time to time, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Lender that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the 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 are hereby acknowledged, each 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 Security Agreement or, if not defined therein, in the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 of its Trademarks and Licenses of Trademarks 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 License of a Trademark or Trademarks; and
 - (c) all products and proceeds (as that term is defined in the UCC) 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 License, including any right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) any right to receive license fees, royalties, and other compensation under any License of a Trademark or Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security 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. The Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) 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 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. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the

satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

10. **WAIVER OF JURY TRIAL.** EACH OF THE GRANTOR AND THE LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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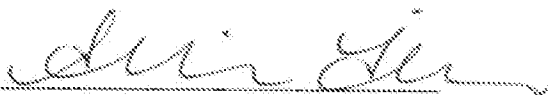
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PACIFIC CHEESE CO., INC., a California corporation

By: Stephen Gaddis
Name: STEPHEN GADDIS
Title: PRESIDENT

JPMORGAN CHASE BANK, N.A., as Lender

By: 

Name: Annaliese Fisher

Title: Authorized Officer

[Pacific Cheese -- Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Pacific Cheese Co., Inc.	United States	Pacific Cheese	USPTO No. 1,389,263	04/08/1986
Pacific Cheese Co., Inc.	United States	Cheswick	USPTO No. 1,390,090	04/15/1986
Pacific Cheese Co., Inc.	United States	Grand European	USPTO No. 1,390,089	04/15/1986
Pacific Cheese Co., Inc.	United States	Famous Italian Style North Beach	USPTO No. 1,764,701	04/13/1993
Pacific Cheese Co., Inc.	United States	North Beach	USPTO No. 1,791,757	09/07/1993
Pacific Cheese Co., Inc.	United States	Cascade Dairy	USPTO No. 2,719,273	05/27/2003
Pacific Cheese Co., Inc.	United States	Bella Foglia	USPTO No. 2,874,031	08/17/2004
Pacific Cheese Co., Inc.	United States	Utter Goodness	USPTO No. 4,749,281	06/02/2015
Pacific Cheese Co., Inc.	State of California, United States	Rosano	CA No. 78,009	07/26/1985

[Pacific Cheese – Schedule I to Trademark Security Agreement]

TRADEMARK
REEL: 005701 FRAME: 0449

Pacific Cheese Co., Inc.	State of California, United States	Cheswick	CA No. 78,008	07/26/1985
Pacific Cheese Co., Inc.	State of California, United States	Grand European	CA No. 78,002	07/26/1985
Pacific Cheese Co., Inc.	State of California, United States	Pacific Cheese	CA No. 77/978	07/26/1985
Pacific Cheese Co., Inc.	China	Cheswick	China No. 12965831	12/21/2014
Pacific Cheese Co., Inc.	China	Pacific Cheese	China No. 12965834	03/27/2015
Pacific Cheese Co., Inc.	China	Cascade Dairy	China No. 12965832	03/27/2015
Pacific Cheese Co., Inc.	Korea	Omega Farms	Korea No. 1042581	06/12/2014
Pacific Cheese Co., Inc.	Korea	Cheswick	Korea No. 1042544	06/12/2014
Pacific Cheese Co., Inc.	Korea	California Select Farms	Korea No. 1063054	10/07/2014

Trade Names

None

Common Law Trademarks

None

[Pacific Cheese – Schedule I to Trademark Security Agreement]

Trademarks Not Currently In Use

None

Licenses of Trademarks

Name of Grantor	Name of Agreement	Date of Agreement	Mark
Costco Wholesale Corporation	Costco Wholesale Private Label Agreement	January 4, 2013	Costco Wholesale Corporation, Pacific Cheese Co., Inc.
Wal-Mart Stores, Inc.			Wal-Mart Stores, Inc., Pacific Cheese Co., Inc.
Alta Dena Dairy			Alta Dena Dairy, Pacific Cheese Co., Inc.
Sysco Merchandising and Supply Chain Services, Inc.			Sysco Merchandising and Supply Chain Services, Inc., Pacific Cheese Co., Inc.
Rumiano Cheese Co.			Rumiano Cheese Co., Pacific Cheese Co., Inc.
Grocery Outlet, Inc.			Grocery Outlet, Inc., Pacific Cheese Co., Inc.
Carl's Jr. Restaurants LLC			Carl's Jr. Restaurants, LLC, Pacific Cheese Co., Inc.
Challenge Dairy Products, Inc.			Challenge Dairy Products, Inc., Pacific Cheese Co., Inc.
Clover-Stornetta Farms, Inc.			Clover-Stornetta Farms, Inc., Pacific Cheese Co., Inc.
Food Services of America, Inc.			Food Services of America, Inc., Pacific Cheese Co., Inc.
Alpine Food Distributing, Inc.			Alpine Food Distributing, Inc., Pacific Cheese Co., Inc.
Del Taco LLC			Del Taco LLC, Pacific Cheese Co., Inc.

[Pacific Cheese – Schedule I to Trademark Security Agreement]

Syigma Corporation			Syigma Corporation, Pacific Cheese Co., Inc.
El Pollo Loco, Inc.			El Pollo Loco, Inc., Pacific Cheese Co., Inc.
Foster Farms			Foster Farms, Pacific Cheese Co., Inc.
Ben E. Keith Company			Ben E. Keith Company, Pacific Cheese Co., Inc.
HEB Grocery Company LP			HEB Grocery Company LP, Pacific Cheese Co., Inc.
Hiland Dairy Foods			Hiland Dairy Foods, Pacific Cheese Co., Inc.
Jack In the Box, Inc.			Jack in the Box, Inc., Pacific Cheese Co., Inc.
Jetro Holdings, LLC			Jetro Holdings, LLC, Pacific Cheese Co., Inc.
Milk Pail			Milk Pail, Pacific Cheese Co., Inc.
Tony's Fine Foods			Tony's Fine Foods, Pacific Cheese Co., Inc.
Overhill Farms, Inc.			Overhill Farms, Inc., Pacific Cheese Co., Inc.
McLane Company, Inc.			McLane Company, Inc., Pacific Cheese Co., Inc.
Saladino's Inc.			Saladino's, Inc., Pacific Cheese Co., Inc.
Trader Joe's Company			Trader Joe's Company, Pacific Cheese Co., Inc.
WFM Private Label, L.P.	Vendor Agreement	January 1, 2011	WFM Private Label, L.P., Pacific Cheese Co., Inc.
Ajinomoto Windsor, Inc.			Ajinomoto Windsor, Inc., Pacific Cheese Co., Inc.
Zahava Foods, LLC			Zahava Foods, LLC, Pacific Cheese Co., Inc.

[Pacific Cheese – Schedule I to Trademark Security Agreement]

TRADEMARK
REEL: 005701 FRAME: 0452

R. W. Zant Co.			R. W. Zant Co., Pacific Cheese Co., Inc.
Model Dairy			Model Dairy, Pacific Cheese Co., Inc.
Beaver Street Fisheries, inc.			Beaver Street Fisheries, Inc., Pacific Cheese Co., Inc.
Joseph Gallo Farms			Joseph Gallo Farms, Pacific Cheese Co., Inc.
Hormel Foods Sales, LLC	Custom Manufacturing Agreement	February 16, 2015	Hormel Foods Sales, LLC, Pacific Cheese Co., Inc.

[Pacific Cheese – Schedule I to Trademark Security Agreement]