

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371339

<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>
Mercer Foods, LLC		01/29/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent		
<b>Street Address:</b>	One U.S. Bank Plaza, 7th & Washington		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86742550	MERCER FOODS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	2834.152		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	02/01/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of the 29th day of January, 2016 by Mercer Foods, LLC, a California limited liability company (the "Grantor") in favor of U.S. Bank National Association, as Administrative Agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Creditors (as defined in the Security Agreement).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2011 by and among the Grantor, as the Borrower, Administrative Agent, and the other parties from time to time party thereto (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Borrower; and

WHEREAS, pursuant to the Credit Agreement, the Grantor, the other "Debtors" party thereto, and Administrative Agent entered into that certain Security Agreement dated as of December 30, 2011 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Administrative Agent, for the benefit of the Secured Creditors, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. 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, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Creditors, and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names and the registrations and applications for registration thereof, including without limitation those listed on Schedule A hereto, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages or payments for past or future infringements thereof; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

Notwithstanding anything herein to the contrary, no Lien or security interest is hereby granted on and the Trademark Collateral shall not include any "intent to use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and

acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent and any other Secured Creditor under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of each Secured Creditor and their successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

6. Counterparts. This 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.

7. Release. The terms of this Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations have been Paid in Full and the Aggregate Revolving Commitment has been terminated or expired. Upon such termination of this Agreement, the Administrative Agent shall, upon the request and at the expense of the Grantor, forthwith release its Lien hereunder and provide documentation reasonably requested by the Grantor to evidence such termination. Upon the sale, transfer or other disposition of any Trademark Collateral in accordance with the terms and conditions of the Credit Agreement (including a sale, transfer or disposition permitted by the terms of the Credit Agreement or which has otherwise been consented to in accordance with the terms of the Credit Agreement), the Administrative Agent's Lien in such Trademark Collateral shall be automatically released and the Administrative Agent shall, upon the request and at the expense of such Grantor, forthwith provide documentation reasonably requested by Grantor to evidence such termination.

*[signature pages follow]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

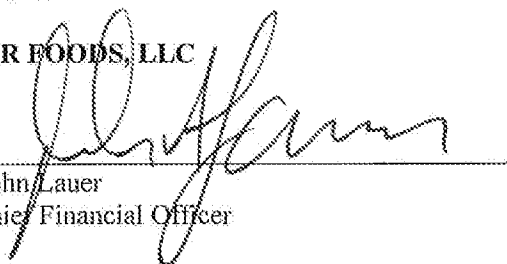
**GRANTOR:**

**MERCER FOODS, LLC**

By \_\_\_\_\_

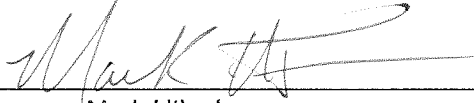
Name: John Lauer

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read "John Lauer", is written over a horizontal line. The signature is cursive and extends above and below the line.

**AGREED AND ACCEPTED:**

U.S. BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Mark Utlaut  
Title: Senior Vice President

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Mercer Foods, LLC	MERCER FOODS	86742550	8/31/2015	N/A	N/A