

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372470

<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>
Westminster Cracker Company, Inc.		12/31/2015	CORPORATION: VERMONT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3570447	LUCY'S	
<b>Registration Number:</b>	4267247	LUCY'S	
<b>Registration Number:</b>	3953348	LUCY'S	
<b>Registration Number:</b>	4267248	LUCY'S	
<b>Registration Number:</b>	4250187	MAPLE BLISS	
<b>Registration Number:</b>	4250188	CINNAMON THIN	
<b>Registration Number:</b>	4491750	SNACK 'N GO PACKS	
<b>Registration Number:</b>	4362282	HOLIDAY SUGARS	
<b>Registration Number:</b>	4622008	MAPLE CRUNCH	
<b>Registration Number:</b>	4749899	CHOCOLATE CHOCOLATE CHUNK	
<b>Registration Number:</b>	4828565	LEMON GOODNESS	
<b>Serial Number:</b>	86389442	LEMONY SUNSHINE	
<b>Serial Number:</b>	86389462	LOOKIE COOKIE	
<b>Serial Number:</b>	86505436	LUCY'S BLEND	
<b>Serial Number:</b>	86758977	PUMPKIN PATCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

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

**Phone:** 312-201-3865  
**Email:** sharon.patterson@goldbergkohn.com  
**Correspondent Name:** Sharon Patterson, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.  
**Address Line 2:** Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	4975.333
<b>NAME OF SUBMITTER:</b>	Sharon Patterson
<b>SIGNATURE:</b>	/sharon patterson/
<b>DATE SIGNED:</b>	02/09/2016

**Total Attachments: 4**

source=UPDATED Westminster - Trademark Security Agreement (Dr Lucy's)#page1.tif  
source=UPDATED Westminster - Trademark Security Agreement (Dr Lucy's)#page2.tif  
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source=UPDATED Westminster - Trademark Security Agreement (Dr Lucy's)#page4.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of December 31, 2015, by WESTMINSTER CRACKER COMPANY, INC., a Vermont corporation ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as agent ("Agent") for certain financial institutions ("Lenders") (as defined below).

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

WHEREAS, pursuant to that certain Credit Agreement dated as of August 3, 2015 by and among Westminster Acquisition LLC, a Delaware limited liability company ("WAL"), Westminster Cracker Company, Inc., a Vermont corporation ("Westminster"), Gold's Pure Foods, LLC, a Delaware limited liability company ("Gold's"; WAL, Westminster and Gold's are collectively, the Borrowers and individually, a Borrower), the other Loan Parties from time to time party thereto, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of certain affiliates of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of August 3, 2015 (including all annexes, exhibits or schedules thereto, as adjoined by that certain Joinder to Guarantee and Collateral Agreement, dated as of the date hereof, made by Grantor in favor of Agent, as from time to time further amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks (as defined in the Collateral Agreement) and Trademark Licenses (as defined in the Collateral Agreement) to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

WESTMINSTER CRACKER COMPANY, INC.

By: Jeffrey M. Waters  
Name: Jeffrey M. Waters  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: Michael Wativi  
Name: Michael Wativi  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Case Number	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Priority Claim	Priority Date
3054796	LUCY'S	United Kingdom	Registered	2632972	29-Aug-2012	2632972	29-Aug-2012	85/558,350	02-Mar-2012
3054796	LUCY'S	United Kingdom	Registered	2633079	29-Aug-2012	2633079	29-Aug-2012	85/558,350	02-Mar-2012
3054796	Lucy's	United States of America	Registered	77/177,364	10-May-2007	3,570,447	03-Feb-2009		
3054796	Lucy's	United States of America	Registered	85/558,350	02-Mar-2012	4,267,247	01-Jan-2013		
3054797	LUCY'S	United States of America	Registered	77/950,499	04-Mar-2010	3,953,348	03-May-2011		
3054797	Lucy's	United States of America	Registered	85/558,350	02-Mar-2012	4,267,248	01-Jan-2013		
3057001	MAPLE BLISS	United States of America	Registered	85/613,024	01-May-2012	4,250,187	27-Nov-2012		
3057002	CINNAMON THIN	United States of America	Registered	85/613,061	01-May-2012	4,250,188	27-Nov-2012		
3057004	SNACK 'N GO PACKS	United States of America	Registered	85/613,078	01-May-2012	4,491,750	04-Mar-2014		
3057005	HOLIDAY SUGARS	United States of America	Registered	85/613,056	01-May-2012	4,362,282	02-Jul-2013		
3062137	MAPLE CRUNCH	United States of America	Registered	85/946,045	30-May-2013	4,622,008	14-Oct-2014		
3071684	CHOCOLATE CHOCOLATE CHUNK	United States of America	Registered	86/389,426	09-Sep-2014	4,749,899	02-Jun-2015		
3071686	LEMON GOODNESS	United States of America	Registered	86/389,437	09-Sep-2014	4,828,565	06-Oct-2015		
3071687	LEMONY SUNSHINE	United States of America	Published	86/389,442	09-Sep-2014				
3071700	LOOKIE COOKIE	United States of America	Published	86/389,462	09-Sep-2014				
3073235	LUCY'S BLEND	United States of America	Published	86/505,436	16-Jan-2015				
3076917	PUMPKIN PATCH	United States of America	Pending	86/758,977	16-Sep-2015				