

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANOS Brands, LLC		01/29/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merit Bank, N.A.		
Street Address:	222 N. LaSalle Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Administrative Agent: OHIO		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	0976038	KA-ME	
Registration Number:	2317663	AMORE	
Registration Number:	3244701	ANDREW & EVERETT PREMIUM NATURAL CHEESES	
Registration Number:	2369884		
Registration Number:	1972148	KA-ME	
Registration Number:	2639073	MR. SPRINKLES	
Registration Number:	4341220	PANOS BRANDS	
Registration Number:	2385672	SWAN GARDENS	
Registration Number:	1649597		
Registration Number:	2172951		
Registration Number:	4264959		
Registration Number:	3922501	A LITTLE LOVE GOES A LONG WAY	
Serial Number:	86610300	AMORE	
Serial Number:	86755429	AMORE	
Serial Number:	85925037	BALANCED	
Registration Number:	2276209	BETTER THAN ICE CREME	
Registration Number:	1828468	BETTER THAN MILK	
Serial Number:	86517264	BROWNIE TOPS	
Registration Number:	1612225	CHATFIELD'S	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86790053	CHATFIELD'S
Registration Number:	2315664	DOWNEY'S ORIGINAL
Serial Number:	85836280	GREAT EXPECTATIONS
Registration Number:	3794443	HAVE MORE FUN WITH YOUR HONEY!
Registration Number:	2568429	HOME AGAIN
Registration Number:	3916561	KA-ME
Registration Number:	1952904	MI-DEL
Registration Number:	4106831	MI-DEL
Registration Number:	3554860	MI-DELICIOUS
Serial Number:	86244022	MI-SNAX
Registration Number:	3919288	PANOS BRANDS
Registration Number:	1779075	PORT ARTHUR
Registration Number:	2187881	SESMARK
Registration Number:	3922586	SOY KAAS
Registration Number:	1686574	SOYA KAAS
Registration Number:	1668642	TAP'N APPLE
Registration Number:	1807738	TOFU RELLA
Registration Number:	3311088	UDDERLY THE BEST!
Registration Number:	3913457	VEGAN RELLA
Registration Number:	2641538	VEGIE KAAS
Registration Number:	2714408	YANKEE CLIPPER
Registration Number:	1880765	ZAPATA

CORRESPONDENCE DATA

Fax Number: 3124607000

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.

Phone: 3124605000

Email: patentdocket_chi@seyfarth.com

Correspondent Name: Patrick T. Muffo

Address Line 1: 131 S. DEARBORN ST., SUITE 2400

Address Line 2: Seyfarth Shaw LLP

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	072119-000060
NAME OF SUBMITTER:	Patrick T. Muffo
SIGNATURE:	/Patrick T. Muffo/
DATE SIGNED:	02/22/2016

Total Attachments: 17

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of January 29, 2016 (the "Trademark Agreement") is executed by PANOS Brands, LLC, a Delaware limited liability company (the "Assignor"), to and for the benefit of FIRST MERIT BANK, N.A., as administrative agent (the "Administrative Agent") for the lenders (the "Lenders") from time to time party to the Credit Agreement described below.

RECITALS:

A. Pursuant to a Credit and Security Agreement of even date herewith entered into among Assignor, the Administrative Agent and the Lenders ("Credit Agreement") (as originally executed and as may be amended, modified, supplemented, restated or replaced), the Administrative Agent and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans and other financial accommodations to Borrower (collectively, the "Credit Facilities"). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. Under the terms of the Credit Agreement, the Assignor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Lenders entering into the Credit Agreement and making the Credit Facilities available, the Lenders require that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Administrative Agent hereby agree as follows:

1. Confirmation of Grant of Security. Assignor hereby confirms the pledge and grant to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the "Trademark Collateral"):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Administrative Agent and its successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been Paid in Full. Thereupon, this Trademark Agreement shall automatically terminate and the Administrative Agent shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Credit Agreement and applied toward the satisfaction of the Obligations hereunder, and the Administrative Agent shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the

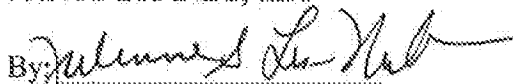
Administrative Agent in blank, at the Assignor's expense. Assignor acknowledges that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Administrative Agent, and it shall not be necessary for the Administrative Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

PANOS BRANDS, LLC

By: 

Name: Julianne Lis-Milam

Title: President

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,
as Administrative Agent

By: _____

Name: Jacqueline M. Hopkins

Title: Managing Director

Signature page to Collateral Assignment of Trademarks

TRADEMARK
REEL: 005736 FRAME: 0675

IN WITNESS WHEREOF, Assignor has caused this Trademark Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

PANOS BRANDS, LLC

By: _____

Name: Julianne Lis-Milam

Title: President

AGREED TO AND ACCEPTED:

FIRST MERIT BANK, N.A.,

as Administrative Agent

By: *Jacqueline Hopkins*

Name: Jacqueline M. Hopkins

Title: Managing Director


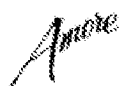

Signature page to Collateral Assignment of Trademarks



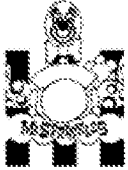

TRADEMARK
REEL: 005736 FRAME: 0676





SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
 KA-ME (Stylized)	72/444386	12/20/1972	976038	1/1/1974	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 AMORE Stylized	75/386315	11/7/1997	2317663	2/15/2000	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 ANDREW & EVERETT PREMIUM NATURAL CHEESES (and Design)	78/928888	7/13/2006	3244701	5/22/2007	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
 Design Only	75/497131	6/3/1998	2369884	7/25/2000	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 KA-ME (Stylized)	74/477457	1/7/1994	1972148	5/7/1996	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 Mr. Sprinkles and Design	76/307192	8/30/2001	2639073	10/22/2002	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 Panos Brands (Stylized)	85/630473	5/21/2012	4341220	5/28/2013	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
 SWAN GARDENS Swan Gardens and Design	75/838753	11/3/1999	2385672	9/12/2000	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 Turtle Design	73/743039	7/29/1988	1649597	7/2/1991	TMO indicates Registered - However, Renewal due in 2011 - No evidence of renewal at the TMO	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 Turtle Design	75/313705	6/24/1997	2172951	7/14/1998	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
 Turtle Design	85/045226	5/21/2010	4264959	12/25/2012	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
A LITTLE LOVE GOES A LONG WAY	85/045218	5/21/2010	3922501	2/22/2011	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
AMORE	86/610300	4/27/2015			Pending	Panos Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY 07662
AMORE	86/755429	9/14/2015			Pending	Panos Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY 07662
BALANCED	85/925037	5/7/2013			Pending	Panos Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY 07662

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
BETTER THAN ICE CREME	74/561177	8/15/1994	2276209	9/7/1999	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
BETTER THAN MILK	74/407777	6/30/1993	1828468	3/29/1994	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
BROWNIE TOPS	86/517264	1/28/2015			Pending	Panos Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY 07662
CHATFIELD'S	73/774111	1/11/1989	1612225	9/4/1990	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
CHATFIELD'S	867900053	10/6/2015			Pending	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
DOWNEY'S ORIGINAL	75/496249	6/3/1998	2315664	2/8/2000	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
GREAT EXPECTATIONS	85/836280	1/30/2013			Pending	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
HAVE MORE FUN WITH YOUR HONEY!	77/678696	2/26/2009	3794443	5/25/2010	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
HOME AGAIN	76/183684	12/20/2000	2568429	5/7/2002	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
KA-ME	85/045230	5/21/2010	3916561	2/8/2011	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
MI-DEL	74/617534	1/3/1995	1952904	1/30/1996	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
MI-DEL	85/276732	3/25/2011	4106831	2/28/2012	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
MI-DELICIOUS	77/252137	8/10/2007	3554860	12/30/2008	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
MI-SNAX	86/244022	4/7/2014			Pending	Panos Brands, LLC 395 West Passaic Street, Suite 240 Rochelle Park, NEW JERSEY 07662
PANOS BRANDS	85/045223	5/21/2010	3919288	2/15/2011	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
PORT ARTHUR	74/264606	4/10/1992	1779075	6/29/1993	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
SESMARK	75/382537	10/31/1997	2187881	9/8/1998	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
SOY KAAS	85/060498	6/11/2010	3922586	2/22/2011	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
SOYA KAAS	74/113601	11/8/1990	1686574	5/12/1992	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
TAP'N APPLE	74/017492	1/9/1990	1668642	12/17/1991	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
TOFU RELLA	74/232047	12/20/1991	1807738	11/30/1993	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
UDDERLY THE BEST!	77/074104	1/2/2007	3311088	10/16/2007	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
VEGAN RELLA	85/045182	5/21/2010	3913457	2/1/2011	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
VEGIE KAAS	75/838755	11/3/1999	2641538	10/29/2002	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663

Mark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Status	Owner
YANKEE CLIPPER	76/301104	8/17/2001	2714408	5/6/2003	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663
ZAPATA	74/412250	7/14/1993	1880765	2/28/1995	Registered	Panos Brands, LLC 160 Pehle Ave., Suite 204, Park 80 East Saddle Brook, NEW JERSEY 07663