

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Copyright, Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victoria Fine Foods, LLC		03/28/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86019481	VICTORIA	
Serial Number:	76690180	WHITE LINEN COLLECTION GOURMET PASTA SAU	
Registration Number:	3839572	ORGANIC CHEF PASTA SAUCE	
Registration Number:	3459969	WHITE LINEN COLLECTION	
Registration Number:	3703872	VICTORIA	
Registration Number:	3703873	VICTORIA	
Registration Number:	1149967	VICTORIA	
Registration Number:	4110255	GINA RISPOLI	
Registration Number:	4129877	GINA RISPOLI	
Registration Number:	4140333	VICTORIA TRADING COMPANY	
Registration Number:	4227846	VICTORIA VV VEGAN	
Registration Number:	3665376	CERTIFIED ORGANIC ORGANIC CHEF TOMATO BA	
Serial Number:	86792096	KITCHEN VICTORIES	
Serial Number:	86792099	KITCHEN VICTORIES	
Serial Number:	86302513	INGREDIENTS COME FIRST	
Serial Number:	86302514	INGREDIENTS COME FIRST	
Serial Number:	86302516	YOUR FAMILY IS WORTH IT	
Serial Number:	86302515	YOUR FAMILY IS WORTH IT	

OP \$465.00 86019481

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F162180
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	03/29/2016

Total Attachments: 12

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of March 28, 2016, is made by and between **VICTORIA FINE FOODS, LLC**, a Delaware limited liability company ("Company") and **THE PRIVATEBANK AND TRUST COMPANY** as Lender and Issuing Lender, each having a business location at the address set forth below next to its signature below.

Recitals

A. Company and Lender, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Grantor's right, title and interest in and to all copyrightable works and all copyrights of such Grantor and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company assigns and transfers to Lender and (to the extent provided herein) its Affiliates, a continuing security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks is no longer on an "intent-to-use" basis) to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan and Security Agreement and Company hereby acknowledges and agrees that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Lender shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without giving effect to any conflicts of law principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

VICTORIA FINE FOODS, LLC

By: _____

Name: _____

Its: _____

**THE PRIVATEBANK AND TRUST
COMPANY**

By: _____

Name:

Its:

EXHIBIT A

UNITED STATES ISSUED COPYRIGHTS

Copyright	Reg. No.	Date
ORGANIC CHEF LABEL.	VA0001694876	2009-07-23
Victoria label.	VA0001428063	2007-05-10
Victoria stuffed manzanilla olives: net wt. 44 oz., 1 kilo. 250 grams.	VA0000913577	1998-08-26
WHITE LINEN COLLECTION BY VICTORIA.	VA0001694875	2009-07-23

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.



UNITED STATES PATENT APPLICATIONS



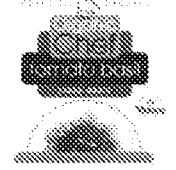
None.

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Trademark	App. No.	Reg. No.	Status	App. Date	Reg. Date
VICTORIA	86019481		PENDING	25-JUL-2013	
WHITE LINEN COLLECTION GOURMET PASTA SAUCES BY VICTORIA  	76690180	4,081,553	REGISTERED	02-JUN-2008	10-JAN.-2012
ORGANIC CHEF PASTA SAUCE	76678792	3839572	REGISTERED	27-JUN-2007	31-AUG-2010
WHITE LINEN COLLECTION	76676491	3459969	REGISTERED	07-MAY-2007	08-JUL-2008
VICTORIA	76676349	3703872	REGISTERED	03-MAY-2007	03-NOV-2009
VICTORIA	76676350	3703873	REGISTERED	03-MAY-2007	03-NOV-2009
VICTORIA	73209568	1149967	REGISTERED	30-MAR-1979	31-MAR-1981
GINA RISPOLI	85309692	4110255	REGISTERED	02-MAY-2011	06-MAR-2012

Trademark	App. No.	Reg. No.	Status	App. Date	Reg. Date
GINA RISPOLI & Design 	85355121	4129877	REGISTERED	24-JUN-2011	17-APR-2012
VICTORIA TRADING COMPANY	85355057	4140333	REGISTERED	24-JUN-2011	08-MAY-2012
VICTORIA VV VEGAN (Stylized) 	85519223	4227846	REGISTERED	18-JAN-2012	16-OCT-2012
CERTIFIED ORGANIC ORGANIC CHEF TOMATO BASIL PASTA SAUCE BY VICTORIA FROM THE EARTH SINCE 1929 	76679272	3665376	REGISTERED	09-JUL-2007	11-AUG-2009
KITCHEN VICTORIES	86792096		PENDING	19-OCT - 2015	
KITCHEN VICTORIES	86792099		PENDING	19-OCT - 2015	
INGREDIENTS COME FIRST	86302513		PENDING	06-JUN-2014	

Trademark	App. No.	Reg. No.	Status	App. Date	Reg. Date
INGREDIENTS COME FIRST	86302514		PENDING	06-JUN-20014	
YOUR FAMILY IS WORTH IT	86302516		PENDING	06-JUN-20014	
YOUR FAMILY IS WORTH IT	86302515		PENDING	06-JUN-2014	

COLLECTIVE MEMBERSHIP MARKS

None.



UNREGISTERED MARKS


None.



FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	App. No. Reg. No.	Status	Chronology

Trademark	App. No. Reg. No.	Status	Chronology
ORGANIC CHEF LABEL 	App. No. 1371331 Reg. No. TMA818955	REGISTERED	Filed: 08-NOV-2007 Registered 02-MAR-2012
WHITE LINEN COLLECTION & design	App. No. 1371205 Reg. No. TMA801570	REGISTERED	Filed: 08-NOV-2007 Registered 06-JUL-2011
ORGANIC CHEF	App. No. 1371211 Reg. No. TMA777427	REGISTERED	Filed: 08-NOV-2007 Registered: 17-SEP-2010
VICTORIA & design 	App. No. 1371210 Reg. No. TMA795172	REGISTERED	Filed: 08-NOV-2007 Registered: 11-APR-2011

Trademark	App. No. Reg. No.	Status	Chronology
<p>ORGANIC CHEF PASTA SAUCE design</p> 	<p>App. No. 1371216 Reg. No. TMA801417</p>	<p>REGISTERED</p>	<p>Filed: 08-NOV-2007 Registered: 05-JUL-2011</p>
<p>WHITE LINEN COLLECTION</p>	<p>App. No. 1371134 Reg. No. TMA768915</p>	<p>REGISTERED</p>	<p>Filed: 07-NOV-2007 Registered: 07-June-2010</p>
<p>VICTORIA</p>	<p>App. No. 1370576 Reg. No. TMA794910</p>	<p>REGISTERED</p>	<p>Filed: 05-NOV-2007 Registered: 6-APR-2011</p>

Trademark	App. No. Reg. No.	Status	Chronology
VICTORIA design 	App. No. 1370578 Reg. No. TMA794911	REGISTERED	Filed: 05-NOV-2007 Registered: 06-Apr-2011
GINA RISPOLI & Design 	App. No. 1550902 Reg. No. TMA885525	REGISTERED	Filed: 07-Nov.-2011 Registered: 10-Sep-2014