

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379726

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | Intellectual Property Security Agreement |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>    |
| LIGURIA FOODS, INC.   |  | 04/06/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Goldman Sachs Lending Partners LLC       |                       |                       |
| <b>Street Address:</b>  | 30 Hudson Street, 5th Floor              |                       |                       |
| <b>City:</b>  | Jersey City                              |                       |                       |
| <b>State/Country:</b>   | NEW JERSEY                               |                       |                       |
| <b>Postal Code:</b>   | 07302                                    |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE      |                       |                       |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4595883                                  | LIGURIA FOODS         |                       |
| <b>Registration Number:</b>   | 4055413                                  | LIGURIA FOODS         |                       |
| <b>Registration Number:</b>   | 4022326                                  | LIGURIA               |                       |
| <b>Registration Number:</b>   | 3714813                                  | GRATIFICA             |                       |
| <b>Registration Number:</b>   | 1690370                                  | LIGURIA LIGURIA       |                       |
| <b>Registration Number:</b>   | 1670852                                  | LIGURIA               |                       |
| <b>Registration Number:</b>   | 0342328                                  | AQUILA D'ORO          |                       |
| <b>Registration Number:</b>   | 3711972                                  | BEIRMEISTER           |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  |  |                       |                       |
| <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>Email:</b>   | michael.barys@thomsonreuters.com         |                       |                       |
| <b>Correspondent Name:</b>  | Susan O'Brien                            |                       |                       |
| <b>Address Line 1:</b>  | 187 Wolf Road, Suite 101                 |                       |                       |
| <b>Address Line 2:</b>  | CT Lien Solutions                        |                       |                       |
| <b>Address Line 4:</b>  | Albany, NEW YORK 12205                   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Susan O'Brien                            |                       |                       |
| <b>SIGNATURE:</b>   | /Michael Barys/                          |                       |                       |

OP \$215.00 4595883

|   |            |
|---|------------|
| <b>DATE SIGNED:</b>   | 04/07/2016 |
| <b>Total Attachments: 8</b><br>source=Foods#page1.tif<br>source=Foods#page2.tif<br>source=Foods#page3.tif<br>source=Foods#page4.tif<br>source=Foods#page5.tif<br>source=Foods#page6.tif<br>source=Foods#page7.tif<br>source=Foods#page8.tif |            |

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LIGURIA FOODS, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) April 6, 2016

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

- Yes
- No

Name: Goldman Sachs Lending Partners LLC

Internal Address:

Street Address: 30 Hudson Street, 5th Floor

City: Jersey City

State: NJ

Country: USA

Zip: 07302

- Association Citizenship:
  - General Partnership Citizenship:
  - Limited Partnership Citizenship:
  - Corporation Citizenship:
  - Other Limited Liability Company Citizenship: DE
- If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Intellectual Property Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
- Authorized to be charged by credit card
  - Authorized to be charged to deposit account
  - Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers  
Expiration Date
- b. Deposit Account Number Authorized User Name:

9. Signature:

Signature

Joanne BL Arnold

Name of Person Signing

April 6, 2016

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 6, 2016, is made by the entity listed as Grantor on the signature pages hereto (the “**Grantor**”), in favor of Goldman Sachs Lending Partners LLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Revolving Credit Agreement (as such term is defined in the Security Agreement)), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

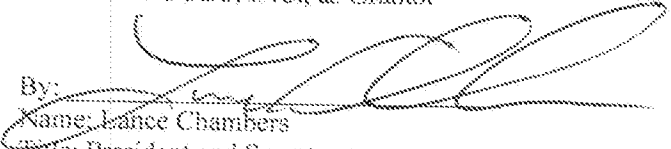
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

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

LIGURIA FOODS, INC., as Grantor

By:   
Name: Lance Chambers  
Title: President and Secretary

[Signature Page to Intellectual Property Security Agreement (Revolving Credit Agreement)]

**TRADEMARK**  
**REEL: 005767 FRAME: 0133**

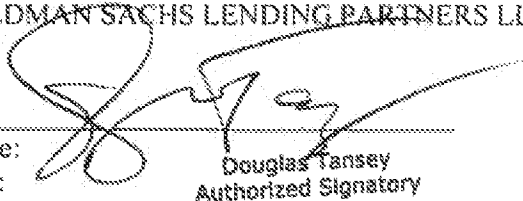
ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS LENDING PARTNERS LLC, as Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_






Douglas Tansey  
Authorized Signatory

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

| No. | TITLE   | Reg. No. | Issue Date | App. No.                 | Filing Date           | Owner               |
|-----|---|----------|------------|--------------------------|-----------------------|---------------------|
| 1.  | LIGURIA FOODS ( & Design)<br>    | US       | Registered | 86/104,140<br>10/29/2013 | 4595883<br>9/02/2014  | Liguria Foods, Inc. |
| 2.  | LIGURIA FOODS (& Design)<br>    | US       | Registered | 85/233,817<br>2/03/2011  | 4055413<br>11/15/2011 | Liguria Foods, Inc. |
| 3.  | LIGURIA   | US       | Registered | 85/230,023<br>1/31/2011  | 4022326<br>9/06/2011  | Liguria Foods, Inc. |
| 4.  | GRATIFICA   | US       | Registered | 77/722,579<br>4/26/2009  | 3714813<br>11/24/2009 | Liguria Foods, Inc. |
| 5.  | LIGURIA LIGURIA (& Design)<br> | US       | Registered | 74/182,500<br>7/05/1991  | 1690370<br>6/02/1992  | Liguria Foods, Inc. |

| No. | TITLE        | Reg. No. | Issue Date | App. No.                | Filing Date           | Owner                  |
|-----|--------------|----------|------------|-------------------------|-----------------------|------------------------|
| 6.  | LIGURIA      | US       | Registered | 74/027,098<br>2/08/1990 | 1670852<br>12/31/1991 | Liguria<br>Foods, Inc. |
| 7.  | AQUILA D'ORO | US       | Registered | 71/382,603<br>8/26/1936 | 0342328<br>1/12/1937  | Liguria<br>Foods, Inc. |
| 8.  | BEIRMEISTER  | US       | Registered | 77/722,577<br>4/26/2009 | 3711972<br>11/17/2009 | Liguria<br>Foods, Inc. |

2. Applications

None.



**Schedule II**  
**Patents**

*United States Patent Registrations*

1. Registrations

None.

2. Applications

None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.