

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURFOODS, LLC		05/02/2016	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC		
Street Address:	150 South Wacker Drive		
Internal Address:	5th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4316266	MOM'S MEALS	
Registration Number:	2430824	MOM'S MEALS	
Registration Number:	4638408	MOM'S MEALS NOURISHCARE	
Registration Number:	4638400	NOURISHCARE	
Registration Number:	4309183	NOURISHING INDEPENDENCE	
Registration Number:	4349334	PURFOODS	
Registration Number:	4734655	PURFOODS	
Registration Number:	4308517		
Registration Number:	4308518		
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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>			
Phone:	(704)503-2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		

OP \$240.00 4316266

Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	24080.233001
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	05/03/2016
Total Attachments: 6 source=Golub - Purfoods - Trademark Security Agreement (Executed)#page1.tif source=Golub - Purfoods - Trademark Security Agreement (Executed)#page2.tif source=Golub - Purfoods - Trademark Security Agreement (Executed)#page3.tif source=Golub - Purfoods - Trademark Security Agreement (Executed)#page4.tif source=Golub - Purfoods - Trademark Security Agreement (Executed)#page5.tif source=Golub - Purfoods - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2016, is between **PURFOODS, LLC**, an Iowa limited liability company (the "Grantor"), in favor of **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the U.S. Trademark registrations and U.S. Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each U.S. Trademark registration and U.S. Trademark application owned by Grantor, including, without limitation, the U.S. Trademark registrations and U.S. Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all Proceeds and products of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks owned by Grantor including, without limitation, the Trademarks referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the


obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

PURFOODS, LLC,
an Iowa limited liability company

By: 
Name: Chris Choi
Title: Treasurer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005784 FRAME: 0165

Acknowledged:

GOLUB CAPITAL LLC,
a Delaware limited liability company,
as Administrative Agent

By: 

Name: Marc C. Robinson

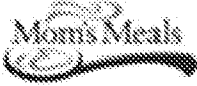
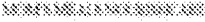

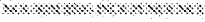

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005784 FRAME: 0166

Schedule 1
to
Trademark Security Agreement

U.S. TRADEMARKS

	Trademark	Application No. Registration No.	Application Date Registration Date	Registered Owner	Status
1)	MOM'S MEALS and Design 	85681167 4316266	July 19, 2012 April 9, 2013	PurFoods, LLC	Registered
2)	MOM'S MEALS	75703467 2430824	May 12, 1999 February 27, 2001	PurFoods, LLC	Renewed
3)	MOM'S MEALS NOURISHCARE 	86128595 4638408	November 25, 2013 November 11, 2014	PurFoods, LLC	Registered
4)	NOURISHCARE 	86125796 4638400	November 21, 2013 November 11, 2014	PurFoods, LLC	Registered
5)	NOURISHING INDEPENDENCE 	85728096 4309183	September 13, 2012 March 26, 2013	PurFoods, LLC	Registered
6)	PURFOODS and Design 	85728072 4349334	September 13, 2012 June 11, 2013	PurFoods, LLC	Registered
7)	PURFOODS	86387892 4734655	September 8, 2014 May 12, 2015	PurFoods, LLC	Registered

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	Trademark	Application No. Registration No.	Application Date Registration Date	Registered Owner	Status
	PURFOODS				
8)	Design Only 	85681154 4308517	July 19, 2012 March 26, 2013	PurFoods, LLC	Registered
9)	Design Only 	85681161 4308518	July 19, 2012 March 26, 2013	PurFoods, LLC	Registered

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