

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Columbus Manufacturing, Inc.		05/13/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60663		
Entity Type:	Chartered: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3845009	COLUMBUS. FOUNDED IN SAN FRANCISCO EST.	
Registration Number:	3927260	MANGIA VIVA AMORE	
Registration Number:	3851666	PASSION & PATIENCE	
Registration Number:	3466481	BUON GUSTO	
Registration Number:	3534851	COLUMBUS SAN FRANCISCO SALUMERIA EST. 19	
Registration Number:	3509279	COLUMBUS	
Registration Number:	2944472	FARM TO FORK	
Registration Number:	2611719	SAN FRANCISCO SAN FRANCISCO SAUSAGE COMP	
Registration Number:	2066452	COLUMBUS	
Registration Number:	1416988	DELI UNIVERSITY	
Registration Number:	1418688	DELI UNIVERSITY	
Registration Number:	0936718	COLUMBUS	
Registration Number:	1883726	TICINO	
Registration Number:	4222148	COLUMBUS WHOLE CUTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		

OP \$365.00 3845009

Correspondent Name: Andrea Gniadek, Project Assistant
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Andrea Gniadek

SIGNATURE: /Michael Barys/

DATE SIGNED: 05/16/2016

Total Attachments: 7

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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):

Columbus Manufacturing, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 13, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60663

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Chartered Citizenship Canada

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)

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

A. Trademark Application No.(s) Text

See attached

B. Trademark Registration No.(s)

See attached

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: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4207379

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Andrea Gniadek, for Chapman and Cutler LLP

May 13, 2016

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 13th day of May, 2016, Columbus Manufacturing, Inc., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 676 North Michigan Ave, Suite 3400, Chicago, Illinois 60611, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, 1492 Acquisition LLC, a Delaware limited liability company and the other parties to such Security Agreement signing as “*Debtors*” thereto, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of

Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLUMBUS MANUFACTURING, INC.

By 
Name: Randy Sieve
Title: Chief Financial Officer, Vice
President and Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COLUMBUS MANUFACTURING, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By Elizabeth Hartman
Name: Elizabeth Hartman
Title: Vice President

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Trademark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Owner
COLUMBUS. FOUNDED IN SAN FRANCISCO EST. 1917	U.S.	77929884	3845009	7-Sep-10	Columbus Manufacturing, Inc.
MANGIA VIVA AMORE	U.S.	77509996	3927260	8-Mar-11	Columbus Manufacturing, Inc.
PASSION & PATIENCE	U.S.	77979933	3851666	21-Sep-10	Columbus Manufacturing, Inc.
BUON GUSTO	U.S.	77317217	3466481	15-Jul-08	Columbus Manufacturing, Inc.
COLUMBUS SAN FRANCISCO SALUMERIA EST. 1917	U.S.	77213647	3534851	18-Nov-08	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	77088502	3509279	30-Sep-08	Columbus Manufacturing, Inc.
FARM TO FORK	U.S.	76483883	2944472	26-Apr-05	Columbus Manufacturing, Inc.
SAN FRANCISCO SAN FRANCISCO SAUSAGE COMPANY	U.S.	76134913	2611719	27-Aug-02	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	75024580	2066452	3-Jun-07	Columbus Manufacturing, Inc.

DELI UNIVERSITY	U.S.	73586407	1416988	11-Nov- 06	Columbus Manufacturing, Inc.
DELI UNIVERSITY	U.S.	73586408	1418688	25-Nov- 86	Columbus Manufacturing, Inc.
COLUMBUS	U.S.	72368936	936718	27-Jun- 72	Columbus Manufacturing, Inc.
TICINO	U.S.	74478722	1883726	14-Mar- 95	Columbus Manufacturing, Inc.
BUON GUSTO	Colorado State	19851028192	19851028192	28-Mar- 85	Columbus Manufacturing, Inc.
COLUMBUS WHOLE CUTS	U.S.	77648247	4,222,148	9-Oct- 2012	Columbus Manufacturing, Inc.