

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Food Distribution Co., LLC		07/11/2016	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	FIRSTMERIT BANK, N.A.		
Street Address:	106 S. Main Street, 24th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3858231	VS	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	docketing@gklaw.com		
Correspondent Name:	Brian G. Gilpin		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
ATTORNEY DOCKET NUMBER:	011472-0013		
NAME OF SUBMITTER:	Brian G. Gilpin		
SIGNATURE:	/brian g. gilpin/		
DATE SIGNED:	07/11/2016		
Total Attachments: 2			
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**NOTICE OF TRADEMARK SECURITY AGREEMENT
(FOR RECORDATION PURPOSES)**

This Notice of Trademark Security Agreement, dated as of July 11, 2016, is made with regard to SPECIALTY FOOD DISTRIBUTION CO., LLC, a Wisconsin limited liability company ("Borrower"), having an address for notice at 4600 Theater Road, Sparta, WI 54656, and FIRSTMERIT BANK, N.A., a national banking association ("Lender"), having an address for notice at 106 S. Main Street, 24th Floor, Akron, OH 44308.

R E C I T A L S:

The Borrower and the Lender are parties to a Loan and Security Agreement dated as of May 17, 2016 (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Lender may now or hereafter make certain loans or other financial accommodations to or for the account of the Borrower.

As a further condition to making any loan or other financial accommodation under the Loan Agreement or otherwise, the Lender has required the execution and delivery of a Patent and Trademark Security Agreement (the "Trademark Security Agreement") by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement, the Trademark Security Agreement, and herein, the undersigned gives notice as follows:

Pursuant to the terms of the Trademark Security Agreement, Borrower has granted a security interest in favor of the Lender in and with respect to the entire right, title, and interest of Borrower in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Trademark Security Agreement as of the date written above.

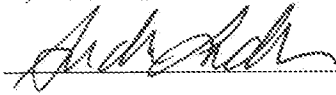
GODFREY & KAHN, S.C. (as Counsel on behalf
of FIRSTMERIT BANK, N.A.)

By: 

Kristin A. Roesper, Attorney

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)

The foregoing instrument was acknowledged before me this 11th day of July, 2016, by Kristin A. Roesper, Attorney for FirstMerit Bank, N.A., on behalf of the association.



Notary Public, State of Wisconsin
My commission expires permanent

Schedule of Trademarks

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
VS	U.S.	3,858,231	10/05/2010	Registered	Specialty Food Distribution