

07/20/2016

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RECORDATION FORM COVER SHEET
TRADEMARKS

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

1. Name of conveying party(ies):

DPI Specialty Foods, Inc.

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal

Address: _____

Street Address: 2450 Colorado Ave, Suite 3000 West

City: Santa Monica

State: CA

Country: USA Zip: 90404

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national bank Citizenship USA

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 /Execution Date(s) :

Execution Date(s) July 13, 2016

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

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

A. Trademark Application No.(s)

See Schedule I to the attached Amended and Restated Trademark Security Agreement.

B. Trademark Registration No.(s)

See Schedule I to the attached Amended and Restated Trademark Security Agreement.

Additional sheet(s) attached? Yes No

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

See Schedule I to the attached Amended and Restated Trademark Security Agreement.

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

Name: Chapman and Cutler LLP

Internal Address: Attn: Carey J. Gaughan

Street Address: 1270 Avenue of the Americas, 30th Fl.

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2542

Fax Number: (212) 655-2543

Email Address: gaughan@chapman.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/20/2016 KNGUYEN1 00000011 2026631

Deposit Account Number _____

Authorized User Name _____

40.00 OP
250.00 OP

9. Signature:

Signature

July 14, 2016

Date

Mitchell L. Garrett

Name of Person Signing

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

8

ADDENDUM TO TRADEMARKS COVER SHEET



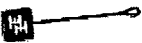
1. Name and state of additional conveying parties:



- (i) Name: DPI Specialty Foods Mid Atlantic, Inc.
State: Delaware
Citizenship: Delaware
- (ii) Name: DPI Specialty Foods West, Inc.
State: Delaware
Citizenship: Delaware
- (iii) Name: DPI Specialty Foods Northwest, Inc.
State: Oregon
Citizenship: Oregon

**SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Registration Date	Owner
<u>DOUBLE-H and Design</u> 	United States (Federal)	RN: 2026631 SN: 74729425	December 31, 1996	DPI Specialty Foods Mid- Atlantic, Inc.
<u>DPI and Design</u> 	United States (Federal)	RN: 1779242 SN: 74293584	June 29, 1993	DPI Specialty Foods, Inc.
<u>DPI SPECIALTY FOODS</u> <small>DPI SPECIALTY FOODS</small>	United States (Federal)	RN: 3576959 SN: 77164132	February 17, 2009	DPI Specialty Foods, Inc.
<u>HH and Design</u> 	United States (Federal)	RN: 2045565 SN: 75004338	March 18, 1997	DPI Specialty Foods Mid- Atlantic, Inc.
<u>MARIA MASCONI'S</u>	United States (Federal)	RN: 2090969 SN: 75127866	August 26, 1997	DPI Specialty Foods West, Inc.
<u>PRIMROSE</u>	United States (Federal)	RN: 1417591 SN: 73576562	November 18, 1986	DPI Specialty Foods Northwest, Inc.
<u>SANTA BARBARA CREAMERY CO.</u>	United States (Federal)	RN: 2109119 SN: 75196035	October 28, 1997	DPI Specialty Foods West, Inc.
<u>SWEET TREATS</u> Sweet Treats	United States (Federal)	RN: 3671251 SN: 77638427	August 18, 2009	DPI Specialty Foods West, Inc.

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Registration Date	Owner
<u>Design Only</u> 	United States (Federal)	RN: 2109108 SN: 75195687	October 28, 1997	DPI Specialty Foods West, Inc.
<u>Design Only</u> 	United States (Federal)	RN: 2135928 SN: 75257241	February 10, 1998	DPI Specialty Foods West, Inc.

2. ABANDONED TRADEMARKS

Mark/Name	Country/ Jurisdiction	App. No./ Reg. No.	Status/ Disclaimer	Owner
<u>EVER</u> <u>FRESH</u> Ever Fresh	United States (Federal)	SN: 77626063	Abandoned - Failure to Respond September 29, 2009	Dpi Specialty Foods West, Inc.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2016 (this “**Agreement**”), is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Wells Fargo Bank, National Association (“**Wells Fargo**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor and Agent, as successor to CF Lending, LLC, are party to that certain Trademark Security Agreement dated as of December 14, 2015 (as amended, restated, or supplemented prior to the date hereof, the “**Original Agreement**”) and recorded with the United States Patent and Trademark Office on December 15, 2015 at reel 5691, frame 0163;

WHEREAS, pursuant to the Amended and Restated Credit Agreement of even date herewith (as amended, restated or supplemented from time to time, the “**Credit Agreement**”), by and among Borrowers, Borrower Representative, Holdings, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and Wells Fargo, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations as defined in the Guaranty and Security Agreement of each Borrower;

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Agreement; and

WHEREAS, the Grantors and Agent desire to amend and restate the Original Agreement in its entirety in the form of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor and the Agent hereby amend and restate the Original Agreement in its entirety as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

For the avoidance of doubt, the grant of the security interest in favor of the Agent under Section 2 of the Original Agreement to secure the Secured Obligations that constitute Revolver Secured Obligations continues in full force and effect as amended and restated herein in its entirety, and the grant of security interest language in this Section 2 of this Agreement documents (x) the continuation of the grant previously made under Section 2 of the Original Agreement (and not a new grant of a security interest) to secure the Secured Obligations that constitute Revolver Secured Obligations and (y) a new grant of a security interest being made to secure the Secured Obligations that constitute Real Property Loan Secured Obligations.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Amendment and Restatement. This Agreement amends and restates in its entirety the Original Agreement.

Signature pages follow.

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

GRANTORS:

DPI SPECIALTY FOODS, INC.
DPI SPECIALTY FOODS MID ATLANTIC, INC.
DPI SPECIALTY FOODS WEST, INC.
DPI SPECIALTY FOODS NORTHWEST, INC.

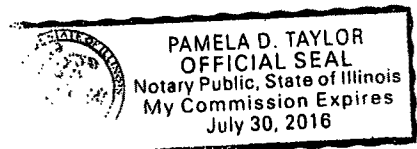
By: Alan A. Weed
Name: Alan A. Weed
Title: Vice President and Assistant Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this 7th day of July, 2016 before me personally appeared Alan A. Weed proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DPI Specialty Foods, Inc., DPI Specialty Foods Mid Atlantic, Inc., DPI Specialty Foods West, Inc., and DPI Specialty Foods Northwest, Inc. who being by me duly sworn did depose and say that he is the Vice President and Assistant Secretary of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their respective Boards of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

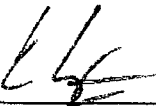
Pamela D. Taylor
Notary Public



ACCEPTED AND AGREED

as of the date first above written:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By:  _____

Name: Eric Watson

Title: Authorized Signatory

Amended and Restated Trademark Security Agreement