

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393221

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hale & Hearty Soups L.L.C.		07/28/2016	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSouth SBIC Fund IV, L.P.		
<b>Street Address:</b>	4201 Congress Street		
<b>Internal Address:</b>	Suite 360		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28209		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2192925	HALE & HEARTY SOUPS	
<b>Registration Number:</b>	2410943	HALE & HEARTY	
<b>Registration Number:</b>	2410942	HALE & HEARTY SOUPS	
<b>Registration Number:</b>	1690915	HALE AND HEARTY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9195162100		
<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>Phone:</b>	919-743-7341		
<b>Email:</b>	pitrademarks@klgates.com		
<b>Correspondent Name:</b>	K&L Gates LLP - Brian D. Phillips		
<b>Address Line 1:</b>	4350 Lassiter at North Hills Avenue		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27609		
<b>NAME OF SUBMITTER:</b>	Brian D. Phillips		
<b>SIGNATURE:</b>	/Brian D. Phillips/		
<b>DATE SIGNED:</b>	07/29/2016		
<b>Total Attachments: 5</b>			

CH \$115.00 2192925

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2016, is made by Hale & Hearty Soups L.L.C., a New York limited liability company (“Grantor”), in favor of CapitalSouth SBIC Fund IV, L.P., a Delaware limited partnership (“CapitalSouth”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers (as defined in the Purchase Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of the date hereof, by and among the Borrower, the other Credit Parties, the Purchasers from time to time party thereto and CapitalSouth, as Agent for the Purchasers (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”), the Purchasers have agreed to purchase, and the Borrower has agreed to sell, Notes in the aggregate principal amount of up to \$10,250,000 upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time the “Guaranty and Security Agreement”), to secure the Obligations (as defined in the Purchase Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to purchase the Notes and make Advances thereunder, Grantor hereby agrees with the Agent 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

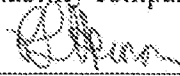
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature Pages Follows]*

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

**HALE & HEARTY SOUPS L.L.C.**, a New York  
limited liability company

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

Name: Robert G. Hemon

Title: Chief Financial Officer and Secretary

*[Signature Pages Continue]*

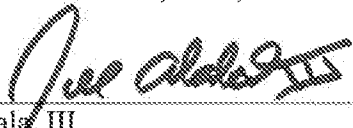
*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005842 FRAME: 0426**

**ACCEPTED AND AGREED**  
as of the date first above written:

**CAPITALSOUTH SBIC FUND IV, L.P.**

By: **CapitalSouth SBIC F-IV, LLC, its General  
Partner**

By:   
Name: Joseph B. Alala III  
Title: **President and CEO**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**1. Trademarks**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration Number Federal</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Date</u></b>
Hale & Hearty Soups L.L.C.	HALE & HEARTY SOUPS	2192925	75977548	September 29, 1998
Hale & Hearty Soups L.L.C.	HALE & HEARTY	2410943	75225386	December 5, 2000
Hale & Hearty Soups L.L.C.	HALE & HEARTY SOUPS	2410942	75225383	December 5, 2000
Hale & Hearty Soups L.L.C.	HALE AND HEARTY	1690915	74031178	June 2, 1992

**2. Trademark Applications**

None.