

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment and Assignment of Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GE Canada Finance Holding Company		09/21/2016	Corporation:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4207242	DELSEA FARMS
Registration Number:	3361019	DELSEA
Registration Number:	3824918	GROWN RIGHT
Registration Number:	3605984	DELSEA
Registration Number:	4067538	OASIS BREEZE
Registration Number:	2848985	GROWN RIGHT
Registration Number:	2232393	BOMBAY CLASSIC
Registration Number:	2182479	BOMBAY SELECT
Registration Number:	2137490	APPLE STAMPEDE
Registration Number:	2119215	BOMBAY ORIGINAL
Registration Number:	2164535	CLEM'S JUICE BAR
Registration Number:	2084905	APPLELICIOUS
Registration Number:	1915856	BOO JUICE
Registration Number:	1631048	RUBY KIST
Registration Number:	1510363	BOMBAY GOLD 100
Registration Number:	1493753	BEST VALUE
Registration Number:	1331171	NICHOLSON'S
Registration Number:	1358340	BOMBAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1073831	BOMBAY
Registration Number:	0611860	RUBY-KIST

CORRESPONDENCE DATA

Fax Number: 2149695100

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.

Phone: 214.969.4804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	230397-615868
NAME OF SUBMITTER:	Michael Kobb
SIGNATURE:	/Michael Kobb/
DATE SIGNED:	10/04/2016

Total Attachments: 10

- source=1502086037#page1.tif
- source=1502086037#page2.tif
- source=1502086037#page3.tif
- source=1502086037#page4.tif
- source=1502086037#page5.tif
- source=1502086037#page6.tif
- source=1502086037#page7.tif
- source=1502086037#page8.tif
- source=1502086037#page9.tif
- source=1502086037#page10.tif

Second Amendment and Assignment of Trademark Security Agreement

This Second Amendment and Assignment of Trademark Security Agreement dated as of September 21, 2016 (this "Second Amendment"), is made by and among GE Canada Finance Holding Company, as the resigning administrative agent and collateral agent for the Secured Parties (in such capacity, "Existing Agent"), Wells Fargo Bank, National Association as the successor collateral agent (in such capacity, "Successor Agent") and Lassonde Pappas and Company, Inc. ("Pledgor").

WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement, dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time the "U.S. Security Agreement") in favor of Jefferies Finance LLC ("Jefferies"), as collateral agent;

WHEREAS, pursuant to the U.S. Security Agreement the Pledgor executed that certain Trademark Security Agreement dated as of August 12, 2011 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), in favor of Jefferies Finance LLC, as collateral agent under that certain Term Loan Agreement (as defined below), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 15, 2011 at Reel 004604, Frames 0937 and 0212;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor granted to Jefferies Finance, LLC, as collateral agent, for the benefit of the Secured Parties, a lien on and security interest in and to, among other things, all of Pledgor's rights, title and interest in and to the Trademark Collateral, including the registered trademarks and trademark applications listed on Schedule 1 hereto;

WHEREAS, pursuant to that certain Agency Transition Agreement dated as of July 9, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agency Transition Agreement") by and among Jefferies, the Existing Agent and the other parties thereto, the Existing Agent was appointed as the new administrative agent and collateral agent (the "Agency Transfer") in accordance with that certain Term Loan Agreement, dated as of August 12, 2011, as amended by the Amendment No. 1 and Waiver dated as of November 21, 2011 (as further amended, amended and restated, supplemented or otherwise modified in accordance with the terms thereof, the "Term Loan Agreement") and pursuant to the direction of the Required Lenders and Borrower thereunder (as such terms are defined in the Term Loan Agreement);

WHEREAS, that certain Amendment and Assignment of Trademark Security Agreement dated as of July 9, 2013 ("First Amendment") by and among the Existing Agent, Jefferies, and the other parties thereto was recorded in the United States Patent and Trademark Office to evidence the Agency Transfer on July 12, 2013 at Reel 5068, Frame 0590;

WHEREAS, pursuant to (a) that certain Amended and Restated Credit Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”) and (b) that certain Amended and Restated U.S. Security Agreement, dated as of September 21, 2016 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Amended and Restated U.S. Security Agreement”), by and among the Pledgor, the Successor Agent and the other parties thereto, the Successor Agent has been appointed as the new administrative agent and collateral agent to Existing Agent;

WHEREAS, pursuant to the Amended and Restated U.S. Security Agreement, the Successor Agent has been assigned all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder;

WHEREAS, Existing Agent has agreed to assign its rights, title and interest in and to the Trademark Security Agreement to Successor Agent, and Successor Agent has agreed to accept such assignment from Existing Agent (“Second Agency Transfer”); and

WHEREAS, the parties hereto desire to execute this Second Amendment for the purposes of (i) amending the Trademark Security Agreement in certain respects to reflect the Second Agency Transfer and (ii) evidencing the Second Agency Transfer in any filing office at which the Trademark Security Agreement was filed.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor, Existing Agent and Successor Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Amended and Restated U.S. Security Agreement and used herein have the meaning given to them in the Amended and Restated U.S. Security Agreement.

SECTION 2. Amendment of the Trademark Security Agreement. The Trademark Security Agreement is hereby amended such that the Successor Agent shall replace the Existing Agent as Collateral Agent under the Trademark Security Agreement. All references to “Collateral Agent” in the Trademark Security Agreement shall hereafter refer to Wells Fargo Bank, National Association in such capacity.

SECTION 3. Resignation and Assignment. The Existing Agent does hereby assign and transfer all of its interests in, to and under the Trademark Security Agreement, and all obligations of Existing Agent thereunder, to the Successor Agent. The Successor Agent hereby accepts such assignment and assumes all obligations of Existing Agent under the Trademark Security Agreement. The Existing Agent does hereby cease to be the Collateral Agent under the Trademark Security Agreement, shall be deemed to have resigned in such capacity and shall have no further duties or obligations thereunder in any capacity. The execution and delivery of this Second Amendment shall not in any way affect or modify the liability or obligations of the Pledgor under the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Second Amendment, all of the obligations and liabilities of the

Pledgor under the Trademark Security Agreement shall be and remain enforceable by the Successor Agent, or by its successors and assigns, against the Pledgor.

SECTION 4. Security Agreement. The lien and security interest transferred pursuant to this Second Amendment is transferred in conjunction with the Amended and Restated U.S. Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Successor Agent with respect to the lien on and security interest in the Trademark Collateral transferred hereby are more fully set forth in the Amended and Restated U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Amendment is deemed to be inconsistent with or in conflict with the Amended and Restated U.S. Security Agreement, the provisions of the Amended and Restated U.S. Security Agreement shall control unless the Successor Agent shall otherwise determine.

SECTION 5. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 11.4 of the LuxCo Security Agreement, upon written request of Pledgor, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Recordation. Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Second Amendment.

SECTION 7. Severability. In case any provision of or obligation under this Second Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 8. Section Titles. Section and subsection titles in this Second Amendment are included for convenience of reference only, do not constitute a part of this Second Amendment for any other purpose, and have no substantive effect.

SECTION 9. Successors and Assigns. This Second Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 10. Execution in Counterparts. This Second Amendment may be executed in any number of 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.

SECTION 11. Governing Law. THIS SECOND AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE

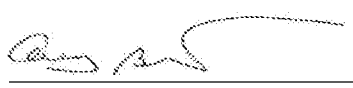
LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 12. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS SECOND AMENDMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

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

LASSONDE PAPPAS AND COMPANY, INC.

By:  _____

Name: Guy Blanchette

Title: Executive Vice President and Chief
Financial Officer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Successor Agent

By: James J. Trankle
Name: James J. Trankle
Title: Senior Vice President

[Signature Page to Second Amendment and Assignment of
Trademark Security Agreement (Lassonde Pappas -- U.S.)]

TRADEMARK
REEL: 005893 FRAME: 0083


Accepted and Agreed:

GE CANADA FINANCE HOLDING COMPANY,
as Existing Agent

By:

Name:

Title:



Susan Spenu
VP

[Signature Page to Second Amendment and Assignment of
Trademark Security Agreement (Lassonde Pappas - U.S.)]

TRADEMARK
REEL: 005893 FRAME: 0084

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date	Owner
DELSEA FARMS	4207242	9/11/2012	Lassonde Pappas and Company, Inc.
DELSEA	3361019	12/25/2007	Lassonde Pappas and Company, Inc.
GROWN RIGHT	3824918	7/27/2010	Lassonde Pappas and Company, Inc.
DELSEA	3605984	4/14/2009	Lassonde Pappas and Company, Inc.
OASIS BREEZE	4067538	12/6/2011	Lassonde Pappas and Company, Inc.
GROWN RIGHT	2848985	6/1/2004	Lassonde Pappas and Company, Inc.
BOMBAY CLASSIC	2232393	3/16/1999	Lassonde Pappas and Company, Inc.
BOMBAY SELECT	2182479	8/18/1998	Lassonde Pappas and Company, Inc.
APPLE STAMPEDE	2137490	2/17/1998	Lassonde Pappas and Company, Inc.
BOMBAY ORIGINAL	2119215	12/9/1997	Lassonde Pappas and Company, Inc.
CLEM'S JUICE BAR	2164535	6/9/1998	Lassonde Pappas and Company, Inc.
APPLELICIOUS	2084905	7/29/1997	Lassonde Pappas and Company, Inc.

Mark	Reg. No.	Reg. Date	Owner
BOO JUICE	1915856	8/29/1995	Lassonde Pappas and Company, Inc.
RUBY KIST	1631048	1/8/1991	Lassonde Pappas and Company, Inc.
	1510363	10/25/1988	Lassonde Pappas and Company, Inc.
BEST VALUE	1493753	6/21/1988	Lassonde Pappas and Company, Inc.
NICHOLSON'S	1331171	4/16/1985	Lassonde Pappas and Company, Inc.
	1358340	9/3/1985	Lassonde Pappas and Company, Inc.
	1073831	9/20/1977	Lassonde Pappas and Company, Inc.
RUBY-KIST	0611860	9/6/1955	Lassonde Pappas and Company, Inc.

Canadian Trademark Registrations:

Mark	Country	Reg. No.	Reg. Date	Owner
RUBY KIST	Canada	TMA412276	5/14/1993	Lassonde Pappas and Company, Inc.

New Jersey Trademark Registrations:

Mark	No.	Filing Date	Owner
RUBY KIST	8253	9/16/1988	Clement Pappas & Co.