

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pompeian, Inc.		03/07/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank		
Street Address:	1100 Abernathy Road, NE, 16th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1056189	AVALLO	
Registration Number:	3391500	LACO	
Registration Number:	3224985	MARCA ROJA	
Registration Number:	3184989	OLIVEXTRA	
Registration Number:	1080530	POMPEIAN	
Registration Number:	1328820	POMPEIAN	
Registration Number:	2750546	POMPEIAN	
Registration Number:	2675612	POMPEIAN	
Registration Number:	2241952	POMPEIAN	
Registration Number:	0252247	POMPEIAN	
Registration Number:	2187927	POMPEIAN BALSAMIC VINEGAR	
Registration Number:	1586969		
Registration Number:	1040177	ROMANZA	
Registration Number:	2187926	SPANISH KITCHEN	
Registration Number:	4581556	V POMPEIAN QUALITY SINCE 1906	
Serial Number:	86878698	THE OLIVE BRANCH PROJECT	
Serial Number:	86885239	THE OLIVE BRANCH POMPEIAN PROJECT	
CORRESPONDENCE DATA			

OP \$440.00 1056189

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,michelle.diaz@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
---------------------------	-------------------

SIGNATURE:	/Susan C. DiNicola/
-------------------	---------------------

DATE SIGNED:	03/08/2017
---------------------	------------

Total Attachments: 6

source=Pompeian_SecurityAgree#page1.tif

source=Pompeian_SecurityAgree#page2.tif

source=Pompeian_SecurityAgree#page3.tif

source=Pompeian_SecurityAgree#page4.tif

source=Pompeian_SecurityAgree#page5.tif

source=Pompeian_SecurityAgree#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of March, 2017, by and between POMPEIAN, INC., a Maryland corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 7, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among POMPEIAN GROUP USA LLC, a Delaware limited liability company ("Parent"), POMPEIAN, INC., a Maryland corporation ("Pompeian"), SUNSET OLIVE OIL LLC, a California limited liability company ("Sunset"), and those additional entities that thereafter become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders", and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative and collateral agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Lead Arranger"), WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Book Runner"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 7, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender

Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

POMPEIAN, INC.

By: _____

Name: Michael Silén

Title: Treasurer, CFO and Secretary

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

[Trademark Security Agreement]

TRADEMARK
REEL: 006006 FRAME: 0395

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.


GRANTOR:

POMPEIAN, INC.

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Wanda Alverio
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application / Registration No.	Filing / Registration Date
Pompeian, Inc.	United States	AVALLO	1,056,189	January 11, 1977
Pompeian, Inc.	United States	LACO	3,391,500	March 4, 2008
Pompeian, Inc.	United States	MARCA ROJA	3,224,985	April 3, 2007
Pompeian, Inc.	United States	OLIVEXTRA	3,184,989	December 12, 2006
Pompeian, Inc.	United States	POMPEIAN	1,080,530	December 27, 1977
Pompeian, Inc.	United States	POMPEIAN	1,328,820	April 2, 1985
Pompeian, Inc.	United States	POMPEIAN	2,750,546	August 12, 2003
Pompeian, Inc.	United States	POMPEIAN	2,675,612	January 14, 2003
Pompeian, Inc.	United States	POMPEIAN & Design	2,241,952	April 27, 1999
Pompeian, Inc.	United States	POMPEIAN & Design Label	0,252,247	January 29, 1929
Pompeian, Inc.	United States	POMPEIAN BALSAMIC VINEGAR	2,187,927	September 8, 1998
Pompeian, Inc.	United States	POMPEIAN Tall Bottle Design	1,586,969	March 13, 1990
Pompeian, Inc.	United States	ROMANZA	1,040,177	May 25, 1976
Pompeian, Inc.	United States	SPANISH KITCHEN	2,187,926	September 8, 1998
Pompeian, Inc.	United States	V POMPEIAN QUALITY SINCE 1906 & Design	4,581,556	August 5, 2014
Pompeian, Inc.	United States	THE OLIVE BRANCH PROJECT	86/878,698	January 18, 2016
Pompeian, Inc.	United States	THE OLIVE BRANCH PROJECT POMPEIAN & Design	86/885,239	January 25, 2016