

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARLTON FOOD PRODUCTS, LP		09/29/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	350 South Grand Avenue, Suite 3850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90091		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4584908	TEJANO GOLD FINEST QUALITY	
Registration Number:	2007809	SNACKWURST	
Registration Number:	1023856	WURST NEW BRAUNFELS	
CORRESPONDENCE DATA			
Fax Number:	2136305788		
<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:	213-891-5935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	P6328-0033		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	09/29/2017		
Total Attachments: 5			
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**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

September 29, 2017

CARLTON FOOD PRODUCTS, LP, a Texas limited partnership, whose address is 2030 North Loop West, Suite 100, Houston, Texas 77017 (the “Debtor”) hereby acknowledges that it has granted to **PNC BANK, NATIONAL ASSOCIATION**, as Agent, (the “Secured Party”), a security interest in and to all of such Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (the “Trademarks”), together with the goodwill and assets of the business; (b) the patents and patent applications which are identified on Exhibit B attached hereto and herein incorporated by this reference owned by Debtor (the “Patents”), and (c) the copyright registrations which are identified on Exhibit C attached hereto and herein incorporated by this reference owned by Debtor (the “Copyrights”), and all actions for infringement concerning each of the foregoing.

Unless and until an Event of Default (as defined in the Agreement) occurs and is continuing, the Debtor shall retain the legal and equitable title to the Trademarks, Patents, and Copyrights, and shall have the right to use and register the Trademarks, Patents, and Copyrights, as applicable, in the ordinary course of the business of the Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Revolving Credit and Security Agreement dated as of September 29, 2017 (the “Agreement”), among the Debtor, certain other borrowers party thereto, Secured Party and the other financial institutions from time to time party thereto as security for the Obligations (as defined in the Agreement) under and as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Secured Party may have in any other collateral described in the Agreement or otherwise.

[Remainder of Page Intentionally Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

DEBTOR:

CARLTON FOOD PRODUCTS, LP,
a Texas limited partnership

By: CARLTON FOODS CORP.,
Its: General Partner

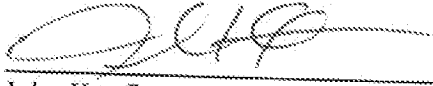
By: 
Name: John Koufis
Title: Chief Financial Officer and Treasurer

EXHIBIT A
TRADEMARKS

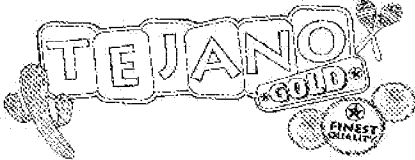
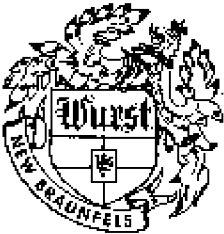
Owner	Trademark Title	Serial No./ Registration No.	File Date/ Date Registered
Carlton Food Products LP		4584908	August 12, 2014
Carlton Food Products LP	Word Mark: SNACKWURST	2007809	October 15, 1996
Carlton Food Products LP		1023856	October 28, 1975

EXHIBIT B
PATENTS

None.

EXHIBIT C
COPYRIGHTS

None.