

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAKESIDE FOODS, INC.		04/04/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A. AS ADMINISTRATIVE AGENT		
Street Address:	111 WEST MONROE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86133361	LAKESIDE MARKET	
Registration Number:	4618858	CULINARY KITCHENS	
Serial Number:	87855937	ORGANIC GARDENS	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	19075 Foxgreen Circle		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	04/06/2018		
Total Attachments: 4			
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OP \$90.00 86133361

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of April 4, 2018 (this "Trademark Security Agreement"), is made by LAKESIDE FOODS, INC., a Wisconsin corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantor, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of December 2, 2011 (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Secured Obligations.

2. **Loan 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 Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan 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 Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.


3. **Termination.** Upon the payment in full of the Secured Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Pages Follow]

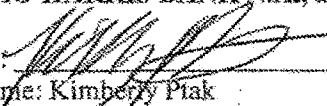
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

LAKESIDE FOODS, INC.

By: 
Name: Denise A. Kitzerow
Title: Chief Financial Officer and Vice
President of Administration

Accepted and Agreed:

BMO HARRIS BANK N.A., as Agent

By: 
Name: Kimberly Ptak
Title: Authorized Officer

TRADEMARK SECURITY AGREEMENT
Signature Page

TRADEMARK
REEL: 006308 FRAME: 0573

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United States	Lakeside Market	86133361	7/29/2014
United States	Culinary Kitchens	4618858	10/7/2014

United States Trademark Applications:

<u>Country</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
United States	Organic Gardens	87855937	3/29/2018