

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Nulife Foods, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Citizenship (see guidelines) New York
Execution Date(s) 2/23/2012
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: JPMorgan Chase Bank, N.A

Internal Address: _____

Street Address: 270 Park Avenue, 44th Floor

City: New York
State: New York
Country: USA Zip: 10017

Association Citizenship U.S.A.
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Grant of Trademark Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) Application Serial No. 85/065,561

B. Trademark Registration No.(s) N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
"Nulife Foods" Application Filing Date June 17, 2010

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien

Internal Address: CT Lien Solutions
Street Address: 187 Wolf Road - Suite 101
City: Albany
State: New York Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: [Signature]
Signature
Ikhwon A. Rafeek
Name of Person Signing

3/8/12
Date
Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 85065561

GRANT OF TRADEMARK SECURITY INTEREST

GRANT OF TRADEMARK SECURITY INTEREST ("*Grant*"), dated as of February 23, 2012, by Nulife Foods, Inc., a New York corporation ("*Grantor*"), in favor of JPMorgan Chase Bank, N.A. ("*Lender*") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor, certain of its Affiliates and Lender are entering into a Security Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "*Security Agreement*") in order to induce the Lenders to enter into and extend credit to Grantor and certain of its Affiliates under the Credit Agreement and to secure the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Lender this Grant for filing with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and the 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or, if not defined therein, in the Security Agreement.

2. **Grant of Security Interest in Trademarks.** Grantor hereby grants to Lender a security interest in all of its right, title and interest in, to and under all of Grantor's presently existing or hereafter acquired Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **Security Agreement.** The security interest granted pursuant to this Grant is granted in conjunction with, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademarks and related Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

NULIFE FOODS, INC.

By: Beth Bunk

Name: Beth Bunk

Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____

Name: _____

Title: _____

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004735 FRAME: 0322

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

NULIFE FOODS, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,

as Lender

By: Kelly G. Maier

Name: Kelly G. Maier

Title: Authorized Officer

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004735 FRAME: 0323

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this _____ day of February, 2012, before me personally came Beth Bonnet, to me known, who, being by me duly sworn, did depose and say that he/she is the CEO of NuLife Foods, Inc., the corporation described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said company.

Cornelia P. Kevorkian
Notary Public
CORNELIA P. KEVORKIAN
Notary Public, State of New York
No. 02KE6057478
Qualified in New York County
Commission Expires Apr. 16, 2014
Jan. 12

Grant of Security Interest in Trademarks

Schedule A

Trademark Application	Application Serial Number	Application Filing Date
"NULIFE FOODS"	85/065,561	June 17, 2010

Grant of Security Interest in Trademarks