

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOVENA USA, INC.		11/06/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	M&T BANK
Street Address:	101 SOUTH SALINA STREET
City:	SYRACUSE
State/Country:	NEW YORK
Postal Code:	13202
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85677754	COOKWELL
Serial Number:	85700399	COOKWELL HEALTHY COOKING OILS
Serial Number:	85456384	ART D'ESPANA
Registration Number:	2726262	BAKER BOY
Registration Number:	1905789	BELLEZZA
Registration Number:	3016953	CELLINI
Registration Number:	3025635	CLIO
Registration Number:	3568845	GEM
Registration Number:	2701814	PUGLIA
Registration Number:	3137698	TRI-FRI
Registration Number:	3241103	TRI-FRI
Registration Number:	2084618	CALIFORNIA CONDIMENTS OF DISTINCTION
Registration Number:	3884474	POP-UP POURER
Registration Number:	4056521	GEM COOK WITH CONFIDENCE SINCE 1933

CH \$440.00 85677754

Registration Number:	3578345	CREAMY-FRY
Registration Number:	3486866	EAST COAST
Registration Number:	2195969	

**CORRESPONDENCE DATA**

Fax Number: 3155654600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3155654500  
 Email: ip@hancocklaw.com  
 Correspondent Name: R. John Clark, Hancock Estabrook, LLP  
 Address Line 1: 100 Madison Street  
 Address Line 2: 1500 AXA Tower I  
 Address Line 4: Syracuse, NEW YORK 13202

NAME OF SUBMITTER:	R. John Clark
Signature:	/r/ john clark/
Date:	12/03/2012

**Total Attachments: 11**  
 source=Intellectual Property Security Agreement (H1924618)#page1.tif  
 source=Intellectual Property Security Agreement (H1924618)#page2.tif  
 source=Intellectual Property Security Agreement (H1924618)#page3.tif  
 source=Intellectual Property Security Agreement (H1924618)#page4.tif  
 source=Intellectual Property Security Agreement (H1924618)#page5.tif  
 source=Intellectual Property Security Agreement (H1924618)#page6.tif  
 source=Intellectual Property Security Agreement (H1924618)#page7.tif  
 source=Intellectual Property Security Agreement (H1924618)#page8.tif  
 source=Intellectual Property Security Agreement (H1924618)#page9.tif  
 source=Intellectual Property Security Agreement (H1924618)#page10.tif  
 source=Intellectual Property Security Agreement (H1924618)#page11.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 6, 2012, is entered into by and between SOVENA USA, INC., a New York corporation with offices at 1 Olive Grove Street, Rome, New York 13441 ("Borrower"), and M&T BANK, a New York banking corporation with banking offices at 101 South Salina Street, Syracuse, New York 13202 ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and between Borrower and Lender, (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has, subject to certain terms and conditions set forth therein, agreed to make certain loans (the "Loans") to Borrower as provided for in the Loan Agreement (the "Loan Obligations"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and other related documents and to induce Lender to make the Loans, Borrower has agreed to grant a lien on the Intellectual Property Collateral (as hereinafter defined) to secure the Loan Obligations.

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, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for in the Uniform Commercial Code (the "Code") to the extent the same are used or defined therein.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Loan Obligations, Borrower hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a lien upon all of the right, title and interest of Borrower in, to and under the following, whether presently existing or hereafter created or acquired (collectively the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **Representations and Warranties.** Borrower represents and warrants to Lender that Borrower does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing lien on and, upon the recording hereof with the United States Copyright Office and the United States Patent and Trademark Office, perfected liens in favor of Lender on Borrower's Patents, Trademarks and Copyrights and such perfected liens are enforceable as such as against any and all creditors of and purchasers from Borrower. Upon recording of this Agreement with the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements in the State of New York, all action necessary or desirable to protect and perfect Lender's lien on Borrower's Patents, Trademarks or Copyrights shall have been duly taken.

4. **Covenants.** Borrower covenants and agrees with Lender that from and after the date of this Agreement and until the Termination Date:

(a) Borrower shall notify Lender immediately if Borrower knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Borrower's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof and, upon request of Lender, Borrower shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien on such Patent, Trademark or Copyright, and the General Intangibles of Borrower relating thereto or represented thereby.

(c) Borrower shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Lender promptly after Borrower learns thereof unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

(e) Borrower hereby grants Lender an irrevocable license to use all Intellectual Property Collateral in the sale or other disposition of its Collateral under the Loan Agreement, whether at public or private sale.

5. **Loan Agreement**. The security interests granted by Borrower pursuant to this Agreement are granted in conjunction with the security interest granted by Borrower to Lender pursuant to the Loan Agreement. Borrower and Lender expressly agree that the security interests granted under this Agreement and the Loan Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Agreement and the Loan Agreement. In the event of any inconsistency between the terms and conditions of this Agreement and the Loan Agreement, then the terms and conditions of the Loan Agreement shall prevail. All proceeds of Lender's exercise of its rights and remedies hereunder or under the Loan Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Loan Agreement.

{H1899582.1}

6. **Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the obligations of Borrower pursuant to the Loan agreement (the "**Obligations**"), or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

8. **Termination.** Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date. Upon any such termination of the liens created hereunder upon the Termination Date, or any such release of Intellectual Property Collateral prior to the Termination Date, Lender will, at the expense of Borrower, promptly execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence the termination of the liens created hereby or the release of such Intellectual Property Collateral, as the case may be.

9. **Governing Law.** THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN ONONDAGA COUNTY, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BORROWER AND LENDER PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE RELATED DOCUMENTS, PROVIDED THAT LENDER AND BORROWER ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT

{H1899582.1}

LOCATED OUTSIDE OF ONONDAGA COUNTY, NEW YORK, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWER HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS SET FORTH IN THE APPLICABLE NOTICE SECTION OF THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID.

10. **Concerning Lender.** The provisions of the Loan Agreement shall inure to the benefit of Lender in respect of this Agreement and shall be binding upon the parties hereto and thereto in such respect.

11. **Appointment of Agent.** At any time or times, in order to comply with any legal requirement in any jurisdiction, Lender may appoint another bank or trust company or one or more other persons, either to act as agent or agents on behalf of Lender with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of Lender, include provisions for the protection of such agent similar to the provisions referred to in Section 10).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

SOVENA USA, INC.  
a New York corporation

By:   
Rodney J. Mayette, Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

M&T BANK

By:   
Louis J. Noppenberger, Administrative Vice President

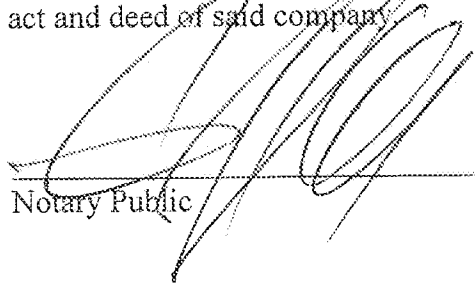


ACKNOWLEDGMENT OF BORROWER

STATE OF NEW YORK

COUNTY OF ONONDAGA

On this <sup>H</sup>2<sup>nd</sup> day of November, 2012, before me personally appeared Rodney J. Mayette, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sovena USA, Inc., a New York corporation and who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

{seal}

**R. JOHN CLARK**  
Notary Public, State of New York  
Qualified in Gen. Co. No. 2973161  
My Commission Expires 4/19/15

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

II. PATENT APPLICATIONS

III. PATENT LICENSES

AMENDED  
SCHEDULE II  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK /REGISTRATION NUMBERS

Baker Boy	2,726,262
Balbo Oil	N/A
Bellezza	1,905,789
Cellini	3,016,953
Clio	3,025,635
Gem	3,568,845
Puglia	2,701,814
Tri Fri	3,137,698
Tri Fri w/Logo	3,241,103
Cal Oil	N/A
California Condiments of Distinction	2,084,618
Tuscan Sun	N/A
Pop-Up Pourer (for Olivari)	3,884,474
Cook with Confidence (for Gem)	4,056,521
Creamy-Fry	3,578,345
East Coast	3,486,866
Design Only	2,195,969

II. TRADEMARK APPLICATION SERIAL NUMBERS

Cookwell (Pending)	85-677,754
Cookwell Healthy Cooking Oils (Pending)	85-700,399
Art d'España (Pending)	85-456,384

III. TRADEMARK LICENSES

This Amended Schedule II amends Schedule II to Intellectual Property Security Agreement dated November 6, 2012.

SOVENA USA, INC.

By:

  
Rodney J. Mayette, Chief Financial Officer

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Baker Boy  
Balbo Oil  
Bellezza  
Cellini  
Clio  
Gem  
Puglia  
Tri Fri  
Cal Oil  
California Condiments of Distinction  
Tuscan Sun  
Pop-Up Pourer (for Olivari)  
Cook with Confidence (for Gem)  
Creamy-Fry  
East Coast

II. TRADEMARK APPLICATIONS

Cookwell (Pending)  
Art d'España (Pending)

III. TRADEMARK LICENSES

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

II. COPYRIGHT APPLICATIONS

III. COPYRIGHT LICENSES

{H1899582.1}