

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement - ABL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vegetable Acquisition Corp.		03/24/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1384526	EAST TEXAS FAIR
Registration Number:	323089	POP-EYE
Registration Number:	206995	ROYAL PRINCE
Registration Number:	1222759	HAPPY CHEF
Registration Number:	609690	CREST TOP
Registration Number:	634953	SUGARY SAM
Registration Number:	0748159	PRINCELLA
Registration Number:	921623	HAPPY CHEF
Registration Number:	830690	POPEYE
Registration Number:	787261	WAGON MASTER
Registration Number:	727305	SHELL OUTS
Registration Number:	1257728	THE ALLENS
Registration Number:	1518159	HAPPY CHEF
Registration Number:	1391213	TINY TENDER
Registration Number:	2561146	POPEYE
Registration Number:	1274455	VEG-ALL
Registration Number:	1670404	VEG-ALL
Registration Number:	866525	VEG-ALL

OP \$690.00 1384526

Property Type	Number	Word Mark
Registration Number:	3384097	KENTUCKY WONDER STYLE
Registration Number:	3387700	BUTTERFIELD
Registration Number:	3463240	THE ALLENS
Registration Number:	3437217	HAPPY CHEF
Registration Number:	3493373	POPEYE
Registration Number:	3473424	CREST TOP
Registration Number:	3499927	STEAMSUPREME
Registration Number:	3890644	HEART HEALTHY TO YOUR GOOD HEALTH
Registration Number:	3782976	FRYERSIDES

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049133-0068
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	03/27/2015

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This **TRADEMARK COLLATERAL AGREEMENT**, dated as of March 24, 2015 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of Citibank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain ABL Credit Agreement dated as of February 18, 2014, among Del Monte Foods, Inc., as the Borrower (the "*Borrower*"), Parent, the other Guarantors from time to time parties thereto, the Lenders from time to time parties thereto, and Citibank, N.A., as Administrative Agent (as amended by the First Amendment thereto dated as of May 7, 2014, as further amended by the Second Amendment and Limited Waiver thereto dated as of August 18, 2014 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*ABL Credit Agreement*"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the ABL Credit Agreement, the Grantors entered into a Security Agreement dated as of February 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the ABL Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof, including the registrations and applications

listed on Schedule A attached hereto, (ii) all renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

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

VEGETABLE ACQUISITION CORP.

as Grantor

By: 
Name: David Meyers
Title: Chief Financial Officer

Accepted and Agreed:

CITIBANK, N.A.,
as Agent



By: _____

Name: Christopher Marino
Title: Vice President and Director

SCHEDULE A
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Vegetable Acquisition Corp.	U.S.A.	EAST TEXAS FAIR	02/25/1986	Registered	1384526
Vegetable Acquisition Corp.	U.S.A.	POP-EYE	04/02/1935	Registered	323089
Vegetable Acquisition Corp.	U.S.A.	ROYAL PRINCE	12/15/1925	Registered	206995
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	01/04/1983	Registered	1222759
Vegetable Acquisition Corp.	U.S.A.	CREST TOP	07/26/1955	Registered	609690
Vegetable Acquisition Corp.	U.S.A.	SUGARY SAM	09/25/1956	Registered	634953
Vegetable Acquisition Corp.	U.S.A.	PRINCELLA	04/16/1963	Registered	0748159
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	10/05/1971	Registered	921623
Vegetable Acquisition Corp.	U.S.A.	POPEYE	06/20/1967	Registered	830690
Vegetable Acquisition Corp.	U.S.A.	WAGON MASTER	03/23/1965	Registered	787261
Vegetable Acquisition Corp.	U.S.A.	SHELL OUTS	02/06/1962	Registered	727305
Vegetable Acquisition Corp.	U.S.A.	THE ALLENS	11/15/1983	Registered	1257728
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	12/27/1988	Registered	1518159
Vegetable Acquisition Corp.	U.S.A.	TINY TENDER	04/22/1986	Registered	1391213
Vegetable Acquisition Corp.	U.S.A.	POPEYE	04/16/2002	Registered	2561146
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	04/17/1984	Registered	1274455
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	12/31/1991	Registered	1670404
Vegetable Acquisition Corp.	U.S.A.	VEG-ALL	03/11/1969	Registered	866525
Vegetable Acquisition Corp.	U.S.A.	KENTUCKY WONDER STYLE	02/19/2008	Registered	3384097
Vegetable Acquisition Corp.	U.S.A.	BUTTERFIELD	02/26/2008	Registered	3387700
Vegetable	U.S.A.	THE ALLENS	07/08/2008	Registered	

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Acquisition Corp.					3463240
Vegetable Acquisition Corp.	U.S.A.	HAPPY CHEF	05/27/2008	Registered	3437217
Vegetable Acquisition Corp.	U.S.A.	POPEYE	08/26/2008	Registered	3493373
Vegetable Acquisition Corp.	U.S.A.	CREST TOP	07/22/2008	Registered	3473424
Vegetable Acquisition Corp.	U.S.A.	STEAMSUPREME	09/09/2008	Registered	3499927
Vegetable Acquisition Corp.	U.S.A.	HEART HEALTHY TO YOUR GOOD HEALTH	12/14/2010	Registered	3890644
Vegetable Acquisition Corp.	U.S.A.	FRYERSIDES & Design	04/27/2010	Registered	3782976
Vegetable Acquisition Corp.	U.S.A.	WHISKEY HOLLOW	10/28/2014	Pending ITU	86436621
Vegetable Acquisition Corp.	Great Britain	POPEYE	05/10/1935	Registered	560045
Vegetable Acquisition Corp.	Mexico	ROYAL PRINCE	08/10/1994	Registered	469218
Vegetable Acquisition Corp.	Mexico	PRINCELLA	08/10/1994	Registered	469217
Vegetable Acquisition Corp.	Mexico	CREST TOP	08/10/1994	Registered	469211
Vegetable Acquisition Corp.	Mexico	THE ALLENS	08/10/1994	Registered	469221
Vegetable Acquisition Corp.	Mexico	VEG-ALL	09/23/1999	Registered	617425
Vegetable Acquisition Corp.	Canada	STEAMSUPREME	10/31/2012	Registered	835399
Vegetable Acquisition Corp.	Mexico	STEAMSUPREME	10/28/2008	Registered	1069321
Vegetable Acquisition Corp.	Canada	CHILL-RIPE	08/18/2006	Registered	670434
Vegetable Acquisition Corp.	Mexico	CREST TOP & DESIGN	07/07/2009	Registered	936665
Vegetable Acquisition Corp.	Nigeria	ALLENS	04/04/2012	Filed	F/TM/2012/04911
Vegetable Acquisition Corp.	Australia	FRESHLIKE SELECTS	05/09/2013	Filed	1556219
Vegetable Acquisition Corp.	Botswana, Lesotho, Malawi, Namibia, Swaziland (ARIPO Treaty)	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Ghana	PRINCELLA	09/16/2013	Filed	1997/13
Vegetable Acquisition Corp.	Mozambique	PRINCELLA	10/15/2013	Filed	24714/2013
Vegetable Acquisition Corp.	Nigeria	PRINCELLA	2013	Application Pending	

Name of Debtor/Grantor	Jurisdiction	Title	Issued Date	Status	Registration No.
Vegetable Acquisition Corp.	South Africa	PRINCELLA	09/13/2013	Filed	2013/25521
Vegetable Acquisition Corp.	Zambia	PRINCELLA	09/16/2013	Filed	971/2013
Vegetable Acquisition Corp.	Costa Rica	PRINCELLA	09/2013	Filed	2013-0010130
Vegetable Acquisition Corp.	El Salvador	PRINCELLA	09/23/2013	Filed	E-130301-13
Vegetable Acquisition Corp.	Guatemala	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Honduras	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	Nicaragua	PRINCELLA	09/2013	Application Pending	
Vegetable Acquisition Corp.	China	PRINCELLA	03/03/2014	Filed	14129997
Vegetable Acquisition Corp.	Japan	PRINCELLA	09/18/2013	Registered	5648054