

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342826

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Concord Foods, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1948840	CONCORD MILLS	
<b>Registration Number:</b>	2031857	CAMEL APPLE WRAP	
<b>Registration Number:</b>	734655	FAULDS REDEMADE	
<b>Registration Number:</b>	4356926	REDEMADE	
<b>Registration Number:</b>	775472	TEMPO	
<b>Registration Number:</b>	1148089	TEMPO	
<b>Registration Number:</b>	1087426	TEMPO	
<b>Registration Number:</b>	665144	TEMPO	
<b>Registration Number:</b>	3246976	ORINGER	
<b>Registration Number:</b>	2624405	SUPREME BREADER	
<b>Registration Number:</b>	1700706	PIEMASTER	
<b>Registration Number:</b>	1863823	REGGIE'S	
<b>Registration Number:</b>	3619779	SMART SMOOTHIE	
<b>Registration Number:</b>	1481760	DESSERTS FOR BUSY PEOPLE	
<b>Registration Number:</b>	1552165	MICROEASE	
<b>Registration Number:</b>	1488715	REGENCY	
<b>Registration Number:</b>	3971937	ITALIA GARDEN	
<b>Registration Number:</b>	4310568	PERFECTLY LEMON	

OP \$465.00 1948840

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** marina.kelly@thomsonreuters.com**Correspondent Name:** Corporation Service Company**Address Line 1:** 1180 Avenue of the Americas, Suite 210**Address Line 2:** 1180 Avenue of the Americas, Suite 210**Address Line 4:** New York, NEW YORK 10036

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
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<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
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<b>DATE SIGNED:</b>	05/29/2015
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**Total Attachments: 6**

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### 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):**

Concord Foods, LLC

- Individual(s)                       Association
- Partnership                         Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 29, 2015

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other Trademark Collateral Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal, as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: \_\_\_\_\_ Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached hereto

See Schedule A attached hereto

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corporation Service Company

Internal Address: 1180 Avenue of the Americas, Suite 210

Street Address: 1180 Avenue of the Americas, Suite 210

City: New York

State: New York Zip: 10036

Phone Number: 212-299-5600

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Nancy A. Zarazua for Chapman and Cutler LLP

May 29, 2015

Signature

Date

Nancy A. Zarazua, Paralegal

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 29th day of May, 2015, Concord Foods, LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 10 Minuteman Way, Brockton, Massachusetts 02301, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith by and among Debtor, the other parties to such Security Agreement signing as “*Debtors*” thereto, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONCORD FOODS, LLC

By AW

Name: Alan Weed

Title: Vice President and Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement - Concord Foods, LLC]

**TRADEMARK**  
**REEL: 005525 FRAME: 0434**

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CONCORD FOODS, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By: Elizabeth Hartman  
Name: Elizabeth Hartman  
Title: Vice President

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Mark	Registration No.	Granted
CONCORD MILLS	1948840	Jan 16, 1996
CARAMEL APPLE WRAP (stylized)	2031857	Jan 21, 1997
FAULDS REDEMADE (stylized)	0734655	July 17, 1962
RED-E-MADE (word and design)	4356926	Jun 25, 2013
TEMPO	0775472	Aug 18, 1964
TEMPO	1148089	Mar 3, 1981
TEMPO	1087426	Mar 14, 1978
TEMPO	0665144	July 29, 1958
ORINGER	3246976	May 29, 2007
SUPREME BREADER	2624405	Sept 24, 2002
PIE MASTER (stylized)	1700706	July 14, 1992
REGGIE'S	1863823	Nov 22, 1994
SMART SMOOTHIE	3619779	May 12, 2008
DESSERTS FOR BUSY PEOPLE	1481760	Mar 22, 1988
MICROEASE	1552165	Aug 15, 1989
REGENCY	1488715	May 17, 1988
ITALIA GARDEN	3971937	May 31, 2011
PERFECTLY LEMON	4310568	Mar 26, 2013