

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Food Products Corporation		12/23/2015	CORPORATION: MISSOURI
International Ingredient Corporation		12/23/2015	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. Lasalle Street		
Internal Address:	Suite 940		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60609		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3320311		
Registration Number:	2801765	INTERNATIONAL	
Registration Number:	4783309	PATRIOT PRIDE	
Registration Number:	4758542	IIC	
Registration Number:	3124923	NUTRI-GOLD	
Registration Number:	2783224	GROBIOTIC	
Registration Number:	1993271	BREWTECH	
Registration Number:	1918972	DAIRYLAC	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	Richard Brown/Bryan Cave LLP		
Address Line 1:	301 S. College Street, Suite 3900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

CH \$215.00 3320311

ATTORNEY DOCKET NUMBER:	0391026
NAME OF SUBMITTER:	Richard Brown
SIGNATURE:	/Richard Brown/
DATE SIGNED:	01/04/2016
Total Attachments: 5 source=sec agr#page1.tif source=sec agr#page2.tif source=sec agr#page3.tif source=sec agr#page4.tif source=sec agr#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 23, 2015, is made by and among **INTERNATIONAL FOOD PRODUCTS CORPORATION**, a Missouri corporation, and **INTERNATIONAL INGREDIENT CORPORATION**, a Missouri corporation, (collectively, "Debtors" and each a "Debtor"), each having a business location at the address set forth below next to their respective signatures and **BANK OF AMERICA, N.A.**, a national banking association ("Lender"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtors and Lender are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated December 23, 2015, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Debtors.

B. As a condition to extending credit to or for the account of Debtors, Lender has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Each Debtor hereby grants, collaterally assigns and pledges to Lender a continuing security interest (the "Security Interest") in each Debtor's Trademarks and all products and proceeds thereof (collectively, the "Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan

Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Lender and Debtors in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Lender to exercise any right, remedy, or option under this Agreement, or delay by Lender in exercising the same, will operate as a waiver thereof. No waiver by Lender will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Lender under this Agreement shall be cumulative. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender shall be deemed a continuing waiver. All notices to be given to Debtors or Lender under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH DEBTOR AND LENDER HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH DEBTOR AND LENDER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

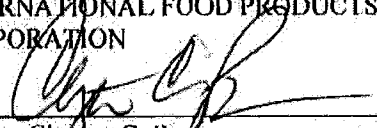
(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

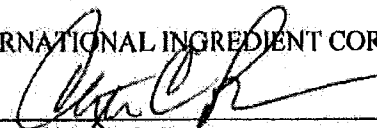
c/o International Food Products Corporation
150 Larkin Williams Industrial Court
Fenton, Missouri 63026
Attn: Clayton C. Brown

INTERNATIONAL FOOD PRODUCTS
CORPORATION

By: 
Name: Clayton C. Brown
Title: President

c/o International Ingredient Corporation
150 Larkin Williams Industrial Court
Fenton, Missouri 63026
Attn: Clayton C. Brown

INTERNATIONAL INGREDIENT CORPORATION

By: 
Name: Clayton C. Brown
Title: President

c/o Bank of America, N.A.
135 S. LaSalle Street
Suite 940
Chicago, Illinois 60609
Attn: Peter M. Walther

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Trademark Security Agreement

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c/o International Food Products Corporation
150 Larkin Williams Industrial Court
Fenton, Missouri 63026
Attn: Clayton C. Brown

INTERNATIONAL FOOD PRODUCTS
CORPORATION

By: _____
Name: Clayton C. Brown
Title: President

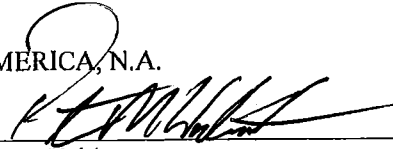
c/o International Ingredient Corporation
150 Larkin Williams Industrial Court
Fenton, Missouri 63026
Attn: Clayton C. Brown

INTERNATIONAL INGREDIENT CORPORATION

By: _____
Name: Clayton C. Brown
Title: President

c/o Bank of America, N.A.
135 S. LaSalle Street
Suite 940
Chicago, Illinois 60609
Attn: Peter M. Walther

BANK OF AMERICA, N.A.

By: 
Name: Peter M. Walther
Title: Senior Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005701 FRAME: 0023

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
	3320311	October 23, 2007	International Food Products Corporation
INTERNATIONAL	2801765	January 6, 2004	International Food Products Corporation
PATRIOT PRIDE	4783309	July 28, 2015	International Ingredient Corporation
	4758542	June 23, 2015	International Ingredient Corporation
NUTRI-GOLD	3124923	August 1, 2006	International Ingredient Corporation
GROBIOTIC	2783224	November 11, 2003	International Ingredient Corporation
BREWTECH	1993271	August 13, 1996	International Ingredient Corporation
DAIRYLAC	1918972	September 12, 1995	International Ingredient Corporation

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.