

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Collateral Security and Pledge Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Seneca Foods Corporation		07/20/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	CityPlace I, 185 Asylum Street, 35th Floor
<b>Internal Address:</b>	CT2-500-35-02
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
Registration Number:	631436	AUNT NELLIE'S
Registration Number:	1319603	AUNT NELLIE'S
Registration Number:	1480966	AUNT NELLIE'S
Registration Number:	3332288	AUNT NELLIES
Registration Number:	209904	BLUE BOY
Registration Number:	402666	BLUE BOY
Registration Number:	566055	BLUE BOY
Registration Number:	657227	CHEFS BEST
Registration Number:	3578259	CHERRY CHERRY CHERRY
Registration Number:	1658329	CIMMARON
Registration Number:	700650	CRESWELL
Registration Number:	2658925	CRISP 'N SWEET
Registration Number:	213344	DIAMOND A

OP \$1540.00 631436

Registration Number:	722306	DIAMOND A
Registration Number:	1572191	FESTAL
Registration Number:	954530	GOLDEN BUTTER BEANS
Registration Number:	3807697	GOLDEN STATE GOODNESS
Registration Number:	3807825	GOLDEN STATE GOODNESS
Registration Number:	2535736	GREEN VALLEY
Registration Number:	2537781	GREEN VALLEY CERTIFIED ORGANIC
Registration Number:	2556745	GREEN VALLEY
Registration Number:	2588874	GREEN VALLEY
Registration Number:	133799	HART
Registration Number:	3720306	JUMBO CUPS
Registration Number:	1921291	JUMBO-CAN
Registration Number:	1806277	LOHMANN
Registration Number:	711294	MCKENZIE
Registration Number:	1495258	NATURAL PACK
Registration Number:	1493344	NATURE'S FAVORITE
Registration Number:	1509393	NATURE'S FAVORITE
Registration Number:	794167	OLD STYLE
Registration Number:	558118	OREGON'S FINEST
Registration Number:	2286950	PERFECTION
Registration Number:	957937	READ
Registration Number:	3787056	RUBY RED
Registration Number:	755615	SENECA
Registration Number:	879198	SENECA
Registration Number:	1166685	SENECA
Registration Number:	2314452	SENECA
Registration Number:	3201748	SENECA
Registration Number:	3493258	SENECA
Registration Number:	3524807	SENECA
Registration Number:	2781773	SENECA
Registration Number:	1642219	SENECA BLUSH GRAPE JUICE
Registration Number:	3800407	SENECA FARMS
Registration Number:	3819280	SPUD CRUNCH
Registration Number:	3982039	STEAM AND GO
Registration Number:	994422	STOKELY'S

	277037	STOKELY'S FINEST
Registration Number:	1970569	STOKELY'S GOLD
Registration Number:	535148	TENDERSWEET
Registration Number:	3804317	THE CRUNCH STOPS HERE
Registration Number:	741668	TOM THUMB
Registration Number:	746276	UGENE
Registration Number:	2101724	VEGGI-GREEN
Registration Number:	3807578	WE FEED THE WORLD
Registration Number:	731234	WILAMET
Serial Number:	85160853	CIMMARON
Serial Number:	85147104	NATURE'S FAVORITE
Serial Number:	85239815	SENECA FARMS
Serial Number:	85120105	WHAT YOU DO WITH THEM IS UP TO YOU

**CORRESPONDENCE DATA**

Fax Number: (860)240-2513  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 860.240.2935  
Email: michelle.fournier@bingham.com  
Correspondent Name: Michelle Walters Fournier, RP  
Address Line 1: One State Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	07/22/2011

**Total Attachments: 23**

source=trademark seneca foods corporation#page1.tif  
source=trademark seneca foods corporation#page2.tif  
source=trademark seneca foods corporation#page3.tif  
source=trademark seneca foods corporation#page4.tif  
source=trademark seneca foods corporation#page5.tif  
source=trademark seneca foods corporation#page6.tif  
source=trademark seneca foods corporation#page7.tif  
source=trademark seneca foods corporation#page8.tif  
source=trademark seneca foods corporation#page9.tif  
source=trademark seneca foods corporation#page10.tif  
source=trademark seneca foods corporation#page11.tif  
source=trademark seneca foods corporation#page12.tif  
source=trademark seneca foods corporation#page13.tif  
source=trademark seneca foods corporation#page14.tif

source=trademark seneca foods corporation#page15.tif  
source=trademark seneca foods corporation#page16.tif  
source=trademark seneca foods corporation#page17.tif  
source=trademark seneca foods corporation#page18.tif  
source=trademark seneca foods corporation#page19.tif  
source=trademark seneca foods corporation#page20.tif  
source=trademark seneca foods corporation#page21.tif  
source=trademark seneca foods corporation#page22.tif  
source=trademark seneca foods corporation#page23.tif

**AMENDED AND RESTATED TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

**DATED AS OF JULY 20, 2011**

between

**SENECA FOODS CORPORATION**

and

**BANK OF AMERICA, N.A.**

as Collateral Agent

1.	DEFINITIONS.....	2
2.	GRANT OF SECURITY INTEREST.....	4
	2.1. Security Interest; Assignment of Marks .....	4
	2.2. Conditional Assignment.....	4
	2.3. Supplemental to Loan and Security Agreement .....	4
3.	REPRESENTATIONS, WARRANTIES AND COVENANTS .....	5
4.	INSPECTION RIGHTS.....	6
5.	NO TRANSFER OR INCONSISTENT AGREEMENTS .....	6
6.	AFTER-ACQUIRED TRADEMARKS, ETC.....	6
	6.1. After-acquired Trademarks .....	6
	6.2. Amendment to Schedule .....	6
7.	TRADEMARK PROSECUTION.....	6
	7.1. Assignors Responsible .....	6
	7.2. Assignor's Duties, etc .....	7
	7.3. Assignors' Enforcement Rights .....	7
	7.4. Protection of Trademarks, etc .....	7
	7.5. Notification by Assignor.....	7
8.	REMEDIES.....	8
9.	COLLATERAL PROTECTION .....	8
10.	POWER OF ATTORNEY .....	8
11.	FURTHER ASSURANCES .....	9
12.	TERMINATION.....	9
13.	COURSE OF DEALING.....	9
14.	EXPENSES.....	10
15.	OVERDUE AMOUNTS.....	10
16.	NO ASSUMPTION OF LIABILITY; INDEMNIFICATION .....	10
17.	NOTICES.....	10
18.	AMENDMENT AND WAIVER.....	11
19.	GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.....	11
20.	MISCELLANEOUS .....	12

**AMENDED AND RESTATED TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

**AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of July 20, 2011, among **SENECA FOODS CORPORATION**, a New York corporation (the "Assignor"), and **BANK OF AMERICA, N.A.**, a national banking association having an office at 185 Asylum Street, 35th Floor, Hartford, Connecticut 06103, as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for itself and the other Secured Parties (as defined in the Loan and Security Agreement).

This Trademark Agreement amends, restates and replaces that certain Trademark Collateral Security and Pledge Agreement, dated as of May 27, 2003, between the Assignor and the Collateral Agent (as successor to Fleet National Bank) (the "Existing Trademark Agreement"), and this Trademark Agreement does not constitute a release of the Existing Trademark Agreement or of the security interests and liens granted thereby.

W I T N E S S E T H:

**WHEREAS**, the Administrative Agent, the Revolving Lenders, the Assignor and certain of its subsidiaries have entered into the Loan and Security Agreement; and

**WHEREAS**, pursuant to the Loan and Security Agreement, the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain of the Assignor's personal property, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Loan Obligations; and

**WHEREAS**, it is a condition precedent to the Revolving Lenders entering into the Loan and Security Agreement and to the making of the loans by the Revolving Lenders under the Loan and Security Agreement, that the Assignor execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, a trademark agreement in substantially the form hereof; and

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement;

**WHEREAS**, the Collateral Agent, the Administrative Agent, the Revolving Lenders and Hancock have entered into a Second Amended and Restated Intercreditor Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time in accordance with its terms, the "Intercreditor Agreement").

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control



manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles,

elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Loan Obligations, the Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent for the benefit of the Secured Parties. In addition, the Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Loan and Security Agreement.

**2.2. Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of an Event of Default and (b) either (i) upon the written demand of the Collateral Agent at any time during such continuance or (ii) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loan Obligations is automatic under the Loan and Security Agreement or (c) upon the sale or other disposition of or foreclosure upon the Collateral (as defined in the Loan and Security Agreement) pursuant to the Loan and Security Agreement and Applicable Law (as defined in the Loan and Security Agreement) (including the transfer or other disposition of the Collateral by the Assignor to the Collateral Agent or its nominee in lieu of foreclosure).

**2.3. Supplemental to Loan and Security Agreement.** Pursuant to the Loan and Security Agreement, the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Loan and Security Agreement, and all rights and interests of the Collateral

Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan and Security Agreement, the security interest of the Collateral Agent in the Collateral (including the Pledged Trademarks) pursuant to the Loan and Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Loan and Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan and Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

The Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that has a Material Adverse Effect (as defined in the Loan and Security Agreement); (e) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Loan and Security Agreement and this Trademark Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Loan and Security Agreement, will create in favor of the Collateral Agent a

valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this Section 3; and (k) except for the filing of financing statements with the Department of State for the State of New York under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder.

#### **4. INSPECTION RIGHTS.**

The Assignor hereby grants to each of the Collateral Agent, the other Secured Parties and their respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

#### **5. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Loan and Security Agreement.

#### **6. AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1. After-acquired Trademarks.** If, before the Loan Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, in each case, registered with the PTO, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein.

**6.2. Amendment to Schedule.** The Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6.

#### **7. TRADEMARK PROSECUTION.**

**7.1. Assignors Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable

actions in connection with the Pledged Trademarks, and shall hold each of the Collateral Agent and the other Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Collateral Agent or any other Secured Party in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Collateral Agent.

**7.2. Assignor's Duties, etc.** The Assignor shall have the right and the duty, through trademark counsel acceptable to the Assignor, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations that the Assignor deems necessary or useful for its business, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark that it deems material to its business, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

**7.3. Assignors' Enforcement Rights.** The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights that the Assignor deems necessary or useful for its business. The Assignor may require the Collateral Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any other Secured Party to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this Section 7.3.

**7.4. Protection of Trademarks, etc.** In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate in its best business judgment to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Subject to the immediately preceding sentence, the Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that it believes in its best business judgment would adversely affect the validity or grant of the security interests granted herein or materially adversely effect the enforcement of the Pledged Trademarks.

**7.5. Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignor will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value

of any of the Pledged Trademarks, the ability of the Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.2, the Loan and Security Agreement, and the other documents, agreements and instruments executed in connection therewith), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Loan Obligations as set forth in or by reference in Intercreditor Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under Applicable Law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

## **9. COLLATERAL PROTECTION.**

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Collateral Agent, in its own name or that of the Assignor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

## **10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the

Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **11. FURTHER ASSURANCES.**

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks.

#### **12. TERMINATION.**

At such time as all of the Loan Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Loan and Security Agreement.

#### **13. COURSE OF DEALING.**

No course of dealing between the Assignor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Loan and Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the default rate of interest set forth in the Loan and Security Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY OTHER SECURED PARTY ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.**

**17. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, 418 E. Conde Street, Janesville, WI 53546, Attn: Roland E. Breunig, Chief Financial Officer, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Collateral Agent, at CityPlace I, 185 Asylum Street, 35th Floor, Hartford, Connecticut 06103, CT2-500-35-02, Attention: Lisa Freeman or at such other



address for notice as the Collateral Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the place of receipt, or otherwise at the opening of business on the following Business Day.

#### **18. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent (with the consent of the Required Lenders (as defined in the Loan and Security Agreement)) and the Assignor, except as provided in Section 6.2. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent and the Required Lenders (or, if applicable, all Lenders (as defined in the Loan and Security Agreement) if required pursuant to the Loan and Security Agreement). A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

#### **19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL.**

THIS TRADEMARK AGREEMENT, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). THE ASSIGNOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO THIS TRADEMARK AGREEMENT, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. THE ASSIGNOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 15.3 OF THE LOAN AND SECURITY AGREEMENT. Nothing herein shall limit the right of the Collateral Agent or any other Secured Party to bring proceedings against the Assignor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. To the fullest extent permitted by Applicable Law, the Assignor waives the right to trial by jury (which the Collateral Agent hereby also waives) in any proceeding or dispute of any kind relating in any way to this Trademark Agreement. The Assignor acknowledges that the foregoing waivers are a material inducement to the Collateral Agent entering into this Trademark Agreement and that the Collateral Agent is relying upon the foregoing in its dealings with the Assignor. The Assignor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights

following consultation with legal counsel. In the event of litigation, this Trademark Agreement may be filed as a written consent to a trial by the court.

Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (a) certifies that none of the Secured Parties or any representative, agent or attorney of any Secured Party has represented, expressly or otherwise, that such Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 19.

## **20. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

SENECA FOODS CORPORATION

By: Roland E. Breunig  
Name: Roland E. Breunig  
Title: Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGEMENT

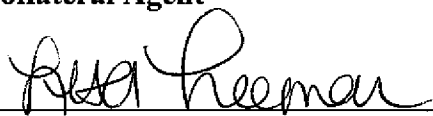
STATE OF WISCONSIN  
COUNTY OF ROCK

This document was acknowledged before me on July 19, 2011 by ROLAND E. BREUNIG as the Chief Financial Officer of Seneca Foods Corporation, a New York corporation.

Janice Montero  
Wisconsin Notary Public  
Janice Montero

MY COMMISSION (EXPIRES) (IS)  
February 16, 2014

**BANK OF AMERICA, N.A.,  
as Collateral Agent**

By: 

Name: Lisa Freeman

Title: Senior Vice President

[Signature page to Amended and Restated Trademark Collateral Security and Pledge Agreement]

**TRADEMARK  
REEL: 004589 FRAME: 0061**

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

**U.S. Registered Trademarks**

<u>Trademark</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
AUNT NELLIE'S	631,436	7/24/1956
AUNT NELLIE'S	1,319,603	2/12/1985
AUNT NELLIE'S	1,480,966	3/15/1988
AUNT NELLIES	3,332,288	11/6/2007
BLUE BOY	209,904	3/2/1926
BLUE BOY	402,666	8/10/1943
BLUE BOY	566,055	10/28/1952
CHEFS BEST	657,227	1/14/1958
CHERRY CHERRY CHERRY	3,578,259	2/17/2009
CIMMARON	1,658,329	9/24/1991
CRESWELL	700,650	7/5/1960
CRISP 'N SWEET	2,658,925	12/10/2002
DIAMOND A	213,344	5/25/1926
DIAMOND A & Design	722,306	10/3/1961
FESTAL	1,572,191	12/19/1989
GOLDEN BUTTER BEANS	954,530	3/6/1973
GOLDEN STATE GOODNESS	3,807,697	6/22/2010
GOLDEN STATE GOODNESS & Design	3,807,825	6/22/2010
GREEN VALLEY (Stylized)	2,535,736	2/5/2002
GREEN VALLEY CERTIFIED ORGANIC (and Design)	2,537,781	2/12/2002
GREEN VALLEY	2,556,745	4/2/2002
GREEN VALLEY	2,588,874	7/2/2002
HART	133,799	8/3/1920
JUMBO CUPS	3,720,306	12/1/2009
JUMBO-CAN	1,921,291	9/19/1995
LOHMANN	1,806,277	11/23/1993

<u>Trademark</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
MCKENZIE	711,294	2/14/1961
NATURAL PACK	1,495,258	7/5/1988
NATURE'S FAVORITE	1,493,344	6/21/1988
NATURE'S FAVORITE (and Design)	1,509,393	10/18/1988
OLD STYLE	794,167	8/10/1965
OREGON'S FINEST	558,118	4/22/1952
PERFECTION	2,286,950	10/19/1999
READ	957,937	4/24/1973
RUBY RED	3,787,056	5/11/2010
SENECA	755,615	8/27/1963
SENECA	879,198	10/21/1969
SENECA	1,166,685	8/25/1981
SENECA	2,314,452	2/1/2000
SENECA	3,201,748	1/23/2007
SENECA	3,493,258	8/26/2008
SENECA	3,524,807	10/28/2008
SENECA & Design	2,781,773	11/11/2003
SENECA BLUSH GRAPE JUICE	1,642,219	4/23/1991
SENECA FARMS	3,800,407	6/8/2010
SPUD CRUNCH	3,819,280	7/13/2010
STEAM AND GO	3,982,039	6/21/2011
STOKELY'S	994,422	10/1/1974
STOKELY'S FINEST	277,037	11/04/1930
STOKELY'S GOLD	1,970,569	4/23/1996
TENDERSWEET (Stylized)	535,148	12/26/1950
THE CRUNCH STOPS HERE	3,804,317	6/15/2010
TOM THUMB (and Design)	741,668	12/4/1962
UGENE	746,276	3/5/1963
VEGGI-GREEN	2,101,724	9/30/1997
WE FEED THE WORLD	3,807,578	6/22/2010
WILAMET	731,234	5/8/1962

**U.S. Trademark Applications**

<u>Trademark</u>	<u>Federal Serial No.</u>	<u>Application Date</u>
CIMMARON	85/160,853	10/25/2010
NATURE'S FAVORITE	85/147,104	10/7/2010
SENECA FARMS & Design	85/239,815	2/11/2011
WHAT YOU DO WITH THEM IS UP TO YOU	85/120,105	8/31/2010

**State Registered Trademarks**

<u>Trademark</u>	<u>State and Registration No.</u>	<u>Registration Date</u>
APPLE GRANNY	Ohio - 6896	6/19/1973
TOM THUMB (and Design)	Nebraska - Book 9313 Page 828	7/26/1993
TOM THUMB (and Design)	North Dakota - 9911700	8/26/1993

**Foreign Registered Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
SENECA	Bahrain	21,729	03/11/97
SENECA	Barbados	New App	N/A
SENECA	Benelux	485,720	08/16/90
SENECA	Brazil	830359664	8/4/2009
NATURE'S FAVORITE & Design	Canada	434,038	9/30/2009
SENECA	Canada	1,173,653	8/19/2005
SENECA	Canada	TMA 506,392	01/12/99
SENECA	Canada	290,913	05/11/84
LIBBY	China	1,943,293	10/07/02
SENECA	China	1,391,039	04/28/00
SENECA	China	1,060,823	07/21/97

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
SENECA	China	1,344,256	12/14/99
SENECA	China	1,043,129	06/28/97
SENECA	CTM (Europe)	548,347	04/19/99
SENECA	Denmark	VR 1992 11734	12/25/92
SENECA	Ecuador	672-97	03/26/97
SENECA	Germany	2,003,337	10/18/90
DIAMOND A & Design	Hong Kong	13241-1999	5/26/1994
SENECA	Hong Kong	301423728	9/9/2009
SENECA	Israel	104,038	06/03/98
SENECA	Israel	104,039	09/13/89
SENECA	Italy	601,171	08/28/90
SENECA	Jamaica	49,425	10/23/2006
SENECA	Japan	2,561,151	07/30/93
SENECA	Japan	2,516,923	03/31/93
SENECA	Korea	215,296	06/18/91
SENECA	Korea	231,365	01/20/92
SENECA	Mexico	448,671	06/25/92
SENECA	Netherlands- Antilles	12,618	12/22/2006
SENECA	Saudi Arabia	397/29	08/03/97
SENECA	Saudi Arabia	397/30	08/03/97
SENECA	Taiwan	530,274	08/01/91
SENECA	Taiwan	522,873	05/16/91
SENECA	Taiwan	781,830	10/16/97
AUNT NELLIE'S	Turkey	2007/10477	3/2/2007
SENECA	United Kingdom	1,435,509	08/23/90
SENECA	Venezuela	P 183,731	1/5/1996
SENECA	Venezuela	I-2009- 012.668	8/5/2009



ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_, having a place of business at \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[ASSIGNOR]

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

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

[ASSIGNEE]

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



**ANNEX ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

**U.S. Registered Trademarks**

<b>Trademark or Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>

**U.S. Trademark Applications**

<b>Trademark or Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>