

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
The Giorgifred Company		11/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	600 Penn Street, MAC Y-1480-028
City:	Reading
State/Country:	PENNSYLVANIA
Postal Code:	19602
Entity Type:	National Association: UNKNOWN

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	0319998	DAWN FRESH
Registration Number:	0752612	DUTCH COUNTRY
Registration Number:	1183132	GIORGIO
Registration Number:	1331068	DUTCH COUNTRY
Registration Number:	1487656	GIORGIO
Registration Number:	1566169	GIORGIO
Registration Number:	1584939	PENNSYLVANIA DUTCHMAN
Registration Number:	1586980	
Registration Number:	1763080	DAWN FRESH
Registration Number:	1777517	AMERICA'S FAVORITE MUSHROOM
Registration Number:	1966499	DAWN FRESH
Registration Number:	1954670	DAWN FRESH
Registration Number:	3101013	GIORGIO PORTABELLA BURGER
Registration Number:	2230769	GIORGIO

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Registration Number:	2520064	AMERICA'S FAVORITE MUSHROOM
Registration Number:	2795863	FRESH N' CLEAN
Registration Number:	3276310	A LITTLE SLICE OF ITALY
Registration Number:	3178349	SALAD 'SHROOMS
Registration Number:	3150798	GIORGI MUSHROOM COMPANY
Registration Number:	3150800	GIORGI
Registration Number:	3804899	GIORGIO WEDGEWORTH
Registration Number:	3396588	TODAY'S CHOICE
Registration Number:	3229517	GASPARI FARMS
Registration Number:	3339861	PENNSYLVANIA DUTCHMAN
Registration Number:	3344186	GIORGIO
Registration Number:	3271396	MAKING GREAT TASTE A LITTLE EASIER
Registration Number:	3452473	AMERICA'S FAVORITE MUSHROOM
Registration Number:	4210362	GIORGIO D'LIGHTFUL
Serial Number:	85151344	TODAY'S CHOICE
Registration Number:	4198335	GIORGIO
Registration Number:	4198341	GIORGIO
Serial Number:	85539262	GIORGIO SOUTHWEST PIZZA
Serial Number:	85549871	UNIQUELY CRAFTED ARTISAN BAKERY PRODUCTS
Serial Number:	85700742	GIORGIO UNIQUELY CRAFTED ARTISAN BAKERY PRODUCTS

CORRESPONDENCE DATA

Fax Number: 3125693545
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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ATTORNEY DOCKET NUMBER:	486844
NAME OF SUBMITTER:	Melissa S. Dillenbeck
Signature:	/Melissa S. Dillenbeck/
Date:	11/27/2012

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UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of November 13, 2012, is made by and between WELLS FARGO BANK, NATIONAL ASSOCIATION for itself and on behalf of other holders of Secured Obligations as defined in the Credit Agreement referred to below (in such capacity, together with its successors and assigns, the “**Lender**”) and THE GIORGIFRED COMPANY, a Delaware corporation, (together with its successors and assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Marks (as defined herein) listed on Exhibit 1 hereto;

WHEREAS, Grantor is the owner of certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers now existing and hereafter adopted or acquired, including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same, (collectively, the “**Marks**”); and

WHEREAS, the Grantor and the Lender entered into that certain Amended and Restated Credit Agreement, dated as of November 7, 2012 (as the same may be amended, restated,

modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which the Lender may make certain loans and other extensions of credit to the Grantor (and other related entities) on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment shall be secured by, among other things, a security interest in favor of the Lender in the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made) to Lender a security interest and lien in and to the Marks. The parties acknowledge and agree that the terms of such grant are more fully set forth in other loan documents entered into in connection with the Credit Agreement, and the grant referred to in this Agreement does not restrict those provisions in any way.

[Signature Page Follows]

Executed as of the date first above written.

Grantor:

THE GIORGIFRED COMPANY

By: 

Name: Philip M. Impink

Title: Chief Financial Officer

Lender:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Lynn Eagleson

Title: Senior Vice President







[signature page of U.S. Trademark Security Agreement]




EXHIBIT 1

To U.S. Trademark Security Agreement

List of Trademark Applications and Registrations

EXHIBIT 1

Mark	Application Number	Filing Date	Registration Number	Registration Date	Current Owner	Status
	71/354,770	08/08/1934	319,998	12/18/1934	Giorgifred Company	Renewal due 12/18/2014
DUTCH COUNTRY	72/154,809	10/09/1962	752,612	07/09/1963	Giorgifred Company	Renewal due 07/09/2013
GIORGIO	73/254,887	03/21/1980	1,183,132	12/22/1981	Giorgifred Company	Renewal due 12/22/2021
	73/431,311	06/21/1983	1,331,068	04/16/1985	Giorgifred Company	Renewal due 04/16/2015
GIORGIO	73/639,536	01/06/1987	1,487,656	05/10/1988	Giorgifred Company	Renewal due 05/10/2018
	73/782,499	02/23/1989	1,566,169	11/14/1989	Giorgifred Company	Renewal due 11/14/2019
Pennsylvania Dutchman	73/816,303	08/01/1989	1,584,939	02/27/1990	Giorgifred Company	Renewal due 02/27/2020
	73/816,305	08/01/1989	1,586,980	03/13/1990	Giorgifred Company	Renewal due 03/13/2020
DAWN FRESH	74/101,741	10/01/1990	1,763,080	04/06/1993	Giorgifred Company	Renewal due 04/06/2023
AMERICA'S FAVORITE MUSHROOM	74/223,412	10/22/1991	1,777,517	06/15/1993	Giorgifred Company	Renewal due 06/15/2023
	74/622,976	01/19/1995	1,966,499	04/09/1996	Giorgifred Company	Renewal due 04/09/2016
	74/622,982	01/19/1995	1,954,670	02/06/1996	Giorgifred Company	Renewal due 02/06/2016
GIORGIO PORTABELLA	75/266,960	03/31/1997	3,101,013	06/06/2006	Giorgifred	Affidavit of Use due 06/06/2012

BURGER					Company	(grace period to 12/06/2012)
	75/454,525	03/23/1998	2,230,769	03/09/1999	Giorgifred Company	Renewal due 03/09/2019
AMERICA'S FAVORITE MUSHROOM	76/242,730	04/18/2001	2,520,064	12/18/2001	Giorgifred Company	Renewal due 12/18/2021
FRESH N' CLEAN	76/422,175	06/17/2002	2,795,863	12/16/2003	Giorgifred Company	Renewal due 12/16/2013
A LITTLE SLICE OF ITALY	78/468,703	08/17/2004	3,276,310	08/07/2007	Giorgifred Company	Affidavit of Use due 08/07/2013
SALAD SHROOMS	78/598,292	03/30/2005	3,178,349	11/28/2006	Giorgifred Company	Renewal due 11/28/2016
GIORGI MUSHROOM COMPANY	78/699,472	08/24/2005	3,150,798	10/03/2006	Giorgifred Company	Affidavit of Use due 10/03/2012 (grace period to 04/03/2013)
GIORGI	78/699,579	08/24/2005	3,150,800	10/03/2006	Giorgifred Company	Affidavit of Use due 10/03/2012 (grace period to 04/03/2013)
 	78/779,564	12/22/2005	3,804,899	06/15/2010	Giorgifred Company	Affidavit of Use due 06/15/2016
TODAY'S CHOICE	78/979,633	02/21/2006	3,396,588	03/11/2008	Giorgifred Company	Affidavit of Use due 03/11/2014
GASPARI FARMS	78/885,540	05/17/2006	3,229,517	04/17/2007	Giorgifred Company	Affidavit of Use due 04/17/2013
PENNSYLVANIA DUTCHMAN	78/937,957	07/26/2006	3,339,861	11/20/2007	Giorgifred Company	Affidavit of Use due 11/20/2013
GIORGIO	78/937,968	07/26/2006	3,344,186	11/27/2007	Giorgifred Company	Affidavit of Use due 11/27/2013
MAKING GREAT TASTE A LITTLE	77/042,765	11/13/2006	3,271,396	07/31/2007	Giorgifred Company	Renewal due 07/31/2017

EASIER						
AMERICA'S FAVORITE MUSHROOM	77/223,155	07/06/2007	3,452,473	06/24/2008	Giorgifred Company	Affidavit of Use due 06/24/2014
GIORGIO D'LIGHTFUL	77/746,282	05/28/2009	4,210,362	09/18/2012	Giorgifred Company	Affidavit of Use due 09/18/2018
TODAY'S CHOICE	85/151,344	10/13/2010			Giorgifred Company	Allowed 10/25/2011; Statement of Use due 10/25/2012
GIORGIO	85/521,539	01/20/2012	4,198,335	08/28/2012	Giorgifred Company	Affidavit of Use due 08/28/2018
<i>Giorgio</i>	85/521,582	01/20/2012	4,198,341	08/28/2012	Giorgifred Company	Affidavit of Use due 08/28/2018
GIORGIO SOUTHWEST PIZZA	85/539,262	02/10/2012			Giorgifred Company	Published 10/23/2012
UNIQUELY CRAFTED ARTISAN BAKERY PRODUCTS	85/549,871	02/22/2012			Giorgifred Company	Published 10/30/2012
GIORGIO UNIQUELY CRAFTED ARTISAN BAKERY PRODUCTS	85/700,742	08/10/2012			Giorgifred Company	Pending; awaiting examination