

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
ARTHUR SCHUMAN, INC.		09/26/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4368715	A REAL CROWD CHEESER
Registration Number:	4068280	VIA DEL GUSTO
Registration Number:	3987148	ASIAGO CELLO
Registration Number:	3302590	BELLA ROSA
Registration Number:	3292217	THE CHEESE OF CHOICE
Registration Number:	3645035	VIADANA
Registration Number:	2875733	CASELLO DI FORMAGGI
Registration Number:	2875722	CASELLO DI FORMAGGI
Registration Number:	3691212	ROMA CELLO
Registration Number:	3886765	PARM CELLO
Registration Number:	3785321	GRAN CELLO
Registration Number:	3509443	NOAH'S VALLEY
Registration Number:	3463093	BELLA ROSA SELECTION
Registration Number:	3342555	BELLA ROSA

TRADEMARK

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Registration Number:	2638979	UNIVERSAL
Registration Number:	2210610	CELLO
Registration Number:	2095810	QUESO SOLIMAR
Registration Number:	2100080	VENACASA
Registration Number:	1665960	CELLO
Registration Number:	1564838	MESSANA
Registration Number:	0795665	EMPIRIA
Registration Number:	0786882	IMPERIA
Registration Number:	2168819	BELLA ROSA
Registration Number:	3146325	LUMBERJACK CHEESE
Serial Number:	85363531	BRIDGE HAVEN FARMS
Serial Number:	85620373	GORGA CELLO
Serial Number:	85792217	PONGENNARO
Serial Number:	85363511	STAR BELL

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	025646-0702
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	09/27/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2013, is made by ARTHUR SCHUMAN, INC. ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 26, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

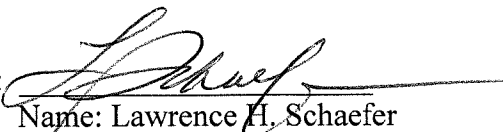
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Termination. At the time provided in Section 8.10(b)(iii) of the Credit Agreement, the security interest granted herein shall automatically terminate and be deemed released, and Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

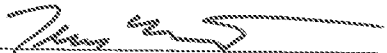
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARTHUR SCHUMAN, INC.,
as Grantor

By: 
Name: Lawrence H. Schaefer
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: *Thomas Morante*
Title: Duly Authorized Signatory


[Signature Page to ARTHUR SCHUMAN, INC. Trademark Security Agreement]

TRADEMARK
REEL: 005119 FRAME: 0429




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TITLE	COUNTRY	REGISTRATION NO.
A REAL CROWD CHEESER	USA	Registration No.4368715, Registration Date: 7/16/2013
VIA DEL GUSTO	USA	Registration No. 4068280, Registration Date: 12/6/2011
ASIAGO CELLO	USA	Registration No. 3987148, Registration Date: 6/28/2011
BELLA ROSA	USA	Registration No. 3302590, Registration Date: 10/2/2007
THE CHEESE OF CHOICE	USA	Registration No. 3292217, Registration Date: 9/11/2007
VIADANA	USA	Registration No. 3645035, Registration Date: 6/23/2009
CASELLO DI FORMAGGI 	USA	Registration No. 2875733, Registration Date: 8/17/2004
CASELLO DI FORMAGGI	USA	Registration No. 2875722, Registration Date:

		8/17/2004
ROMA CELLO	USA	Registration No. 3691212, Registration Date: 10/6/2009
PARM CELLO	USA	Registration No. 3886765, Registration Date: 12/7/2010
GRAN CELLO	USA	Registration No. 3785321, Registration Date: 5/4/2010
NOAH'S VALLEY	USA	Registration No. 3509443, Registration Date: 9/30/2008
BELLA ROSA SELECTION 	USA	Registration No. 3463093, Registration Date: 7/8/2008
BELLA ROSA 	USA	Registration No. 3342555, Registration Date: 11/27/2007
UNIVERSAL 	USA	Registration No. 2638979, Registration Date: 10/22/2002

CELLO	USA	Registration No. 2210610, Registration Date: 12/15/1998
<p>QUESO SOLIMAR</p> 	USA	Registration No. 2095810, Registration Date: 9/9/1997
<p>VENACASA</p> 	USA	Registration No. 2100080, Registration Date: 9/23/1997
<p>CELLO</p> 	USA	Registration No. 1665960, Registration Date: 11/23/1991
MESSANA	USA	Registration No. 1564838, Registration Date: 11/7/1989
EMPIRIA	USA	Registration No. 0795665, Registration Date: 9/7/1965
IMPERIA	USA	Registration No. 0786882, Registration Date: 3/16/1965
BELLA ROSA	USA	Registration No. 2168819, Registration Date: 3/11/1997
LUMBERJACK CHEESE	USA	Registration No. 3146325 Registration Date: 9/19/2006

2. TRADEMARK APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Application/ Registration No.</u>
BRIDGE HAVEN FARMS	USA	Serial No. 85363531, Filed 7/5/2011
STAR BELL	USA	Serial No. 85363531, Filed 7/5/2011
GORGA CELLO	USA	Serial No. 85620373, Filed 5/9/2012
PONGENNARO	USA	Serial No. 85792217, Filed 11/30/2012