

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306296

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hearthside Food Solutions, LLC, as Grantor		06/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
Cloud Packaging Solutions, LLC, as Grantor		06/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
Ryt-way Industries, LLC, as Grantor		06/02/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
Internal Address:	c/o Bank Debt Management Group
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4158427	HYDROFORMA
Registration Number:	3954213	R
Registration Number:	3954214	THE RYT-WAY TO PACKAGE FOOD
Registration Number:	3954215	RYT-WAY
Registration Number:	1973544	BUTTERY BUTTER
Registration Number:	2102447	MICRO POP
Registration Number:	3964359	CLOUD
Registration Number:	2082032	MVP
Registration Number:	0913075	CLOUD
Registration Number:	0912900	CLOUD
Registration Number:	0883939	CLOUD
Registration Number:	4471541	C
Registration Number:	4455784	C CLOUD
Registration Number:	4478595	NOTHING REIGNS LIKE A CLOUD
Registration Number:	2955799	FIRESIDE BAKING COMPANY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2972792	FIRESIDE BAKING COMPANY
Registration Number:	2656418	FIRESIDE BAKING COMPANY
Registration Number:	4461118	FIRESIDE BAKING COMPANY
Registration Number:	4439455	MAURICE LENELL QUALITY COOKIES SINCE 193
Registration Number:	2800150	MAURICE LENELL
Registration Number:	2802145	MAURICE LENELL

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: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/02/2014

Total Attachments: 7

- source=10 - Hearthside - TM Sec Agmt (executed)#page1.tif
- source=10 - Hearthside - TM Sec Agmt (executed)#page2.tif
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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):

- 1) Hearthside Food Solutions, LLC, as Grantor
- 2) Cloud Packaging Solutions LLC, as Grantor
- 3) Ryt-way Industries, LLC, as Grantor

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

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 2, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 Seventh Avenue,
c/o Bank Debt Management Group

City: New York

State: New York

Country: USA Zip: 10019

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank _____ Citizenship USA

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) _____

B. Trademark Registration No.(s) _____

See Schedule I

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08380.0525

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved: 21

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

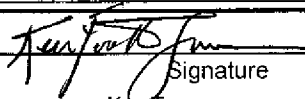
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

06/02/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document 7

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 SECURITY AGREEMENT

This Trademark Security Agreement dated as of June 2, 2014 (this "Trademark Security Agreement"), is made by each Grantor that is a signatory hereto, in favor of Barclays Bank PLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit agreement, dated as of June 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Hearthsides Group Holdings, LLC, a Delaware limited liability company (the "Borrower"), H-Food Holdings, LLC, a Delaware limited liability company ("Holdings"), the Subsidiary Parties from time to time party thereto (the foregoing, collectively, the "Grantors"), the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under all of the following Pledged Collateral of such Grantor, in each case excluding Excluded Assets (collectively, the "Trademark Collateral"):

- (a) all Trademarks of such Grantor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all goodwill of the business symbolized by the foregoing; and
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more ful-

ly set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

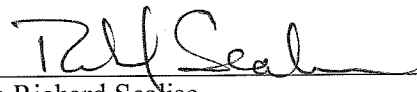
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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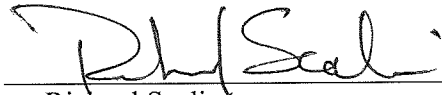
HEARTHSIDE FOOD SOLUTIONS, LLC,
as Grantor

By: 
Name: Richard Scalise
Title: Chief Executive Officer

CLOUD PACKAGING SOLUTIONS LLC,
as Grantor

By: 
Name: Richard Scalise
Title: Chief Executive Officer

RYT-WAY INDUSTRIES, LLC,
as Grantor

By: 
Name: Richard Scalise
Title: Chief Executive Officer

Accepted and Agreed:

BARCLAYS BANK PLC.,
as Collateral Agent

By: 

Name: Ronnie Glenn
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005293 FRAME: 0803

Schedule 1

1. Registrations

Owner	Mark	Jurisdiction	Serial No.	Registration No.
Ryt-Way Industries, LLC	HYDROFORMA	United States	85121000	4158427
Ryt-Way Industries, LLC	R	United States	85114430	3954213
Ryt-Way Industries, LLC	THE RYT-WAY TO PACKAGE FOOD	United States	85114441	3954214
Ryt-Way Industries, LLC	RYT-WAY	United States	85114443	3954215
Ryt-Way Industries, LLC	BUTTERY BUTTER	United States	74604927	1973544
Ryt-Way Industries, LLC	MICRO POP	United States	74343257	2102447
Cloud Packaging Solutions LLC	CLOUD	United States	77969717	3964359
Cloud Packaging Solutions LLC	MVP	United States	74661575	2082032
Cloud Packaging Solutions LLC	CLOUD	United States	72364387	0913075
Cloud Packaging Solutions LLC	CLOUD	United States	72325844	0912900
Cloud Packaging Solutions LLC	CLOUD	United States	72325843	0883939
Cloud Packaging Solutions LLC	C	United States	85584668	4471541
Cloud Packaging Solutions LLC	C CLOUD	United States	85584677	4455784
Cloud Packaging Solutions LLC	NOTHING REIGNS LIKE A CLOUD	United States	85584566	4478595

Trademarks owned by Hearthside Food Solutions, LLC:

Mark	Status	Country	App. No.	Reg. No.
FIRESIDE BAKING COMPANY & Design	Registered	United States	78975790	2955799

Mark	Status	Country	App. No.	Reg. No.
FIRESIDE BAKING COMPANY & Design	Registered	United States	78160170	2972792
FIRESIDE BAKING COMPANY & Design	Registered	United States	76364919	2656418
FIRESIDE BANKING COMPANY	Registered	United States	85778462	4461118
MAURICE LENELL QUALITY COOKIES SINCE 1937	Registered	United States	85893093	4439455
MAURICE LENELL	Registered	United States	76492602	2800150
MAURICE LENELL	Registered	United States	76492288	2802145