

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIGURIA FOODS, INC.		04/06/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Lending Partners LLC		
<b>Street Address:</b>	30 Hudson Street, 5th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4595883	LIGURIA FOODS	
<b>Registration Number:</b>	4055413	LIGURIA FOODS	
<b>Registration Number:</b>	4022326	LIGURIA	
<b>Registration Number:</b>	3714813	GRATIFICA	
<b>Registration Number:</b>	1690370	LIGURIA LIGURIA	
<b>Registration Number:</b>	1670852	LIGURIA	
<b>Registration Number:</b>	0342328	AQUILA D'ORO	
<b>Registration Number:</b>	3711972	BEIRMEISTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Susan O'Brien		
<b>Address Line 1:</b>	187 Wolf Road, Suite 101		
<b>Address Line 2:</b>	CT Lien Solutions		
<b>Address Line 4:</b>	Albany, NEW YORK 12205		
<b>NAME OF SUBMITTER:</b>	Susan O'Brien		
<b>SIGNATURE:</b>	/Michael Barys/		

OP \$215.00 4595883

<b>DATE SIGNED:</b>	04/07/2016
<b>Total Attachments: 8</b> source=Foods#page1.tif source=Foods#page2.tif source=Foods#page3.tif source=Foods#page4.tif source=Foods#page5.tif source=Foods#page6.tif source=Foods#page7.tif source=Foods#page8.tif	



**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 6, 2016, is made by the entity listed as Grantor on the signature pages hereto (the “**Grantor**”), in favor of Goldman Sachs Lending Partners LLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Agent**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Revolving Credit Agreement (as such term is defined in the Security Agreement)), the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, (ii) its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule II hereto and (iii) its Copyrights and Copyright applications, including, without limitation, the Copyrights listed on Schedule III hereto, in each case solely, to the extent the same constitute Collateral (as defined in the Security Agreement) (the “**Intellectual Property**”). Until the Termination Date (as defined in the Revolving Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Agent a lien on and security interest in, all of its right, title and interest in, to and under the Intellectual Property.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

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

LIGURIA FOODS, INC., as Grantor

By: 

Name: Lance Chambers

Title: President and Secretary

[Signature Page to Intellectual Property Security Agreement (Revolving Credit Agreement)]

**TRADEMARK**  
**REEL: 005767 FRAME: 0133**

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS LENDING PARTNERS LLC, as Agent

By: 

Name:




Title:

Douglas Tansey  
Authorized Signatory

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	LIGURIA FOODS ( & Design) 	US	Registered	86/104,140 10/29/2013	4595883 9/02/2014	Liguria Foods, Inc.
2.	LIGURIA FOODS (& Design) 	US	Registered	85/233,817 2/03/2011	4055413 11/15/2011	Liguria Foods, Inc.
3.	LIGURIA	US	Registered	85/230,023 1/31/2011	4022326 9/06/2011	Liguria Foods, Inc.
4.	GRATIFICA	US	Registered	77/722,579 4/26/2009	3714813 11/24/2009	Liguria Foods, Inc.
5.	LIGURIA LIGURIA (& Design) 	US	Registered	74/182,500 7/05/1991	1690370 6/02/1992	Liguria Foods, Inc.

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
6.	LIGURIA	US	Registered	74/027,098 2/08/1990	1670852 12/31/1991	Liguria Foods, Inc.
7.	AQUILA D'ORO	US	Registered	71/382,603 8/26/1936	0342328 1/12/1937	Liguria Foods, Inc.
8.	BEIRMEISTER	US	Registered	77/722,577 4/26/2009	3711972 11/17/2009	Liguria Foods, Inc.

2. Applications

None.



**Schedule II**  
**Patents**

*United States Patent Registrations*

1. Registrations

None.

2. Applications

None.

**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

1. Registrations

None.

2. Applications

None.