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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM379726

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGURIA FOODS, INC.		04/06/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name: Goldman Sachs Lending Partners LLC		
Street Address: 30 Hudson Street, 5th Floor		
City:	Jersey City	
State/Country:	NEW JERSEY	
Postal Code:	07302	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4595883	LIGURIA FOODS
Registration Number:	4055413	LIGURIA FOODS
Registration Number:	4022326	LIGURIA
Registration Number:	3714813	GRATIFICA
Registration Number:	1690370	LIGURIA LIGURIA
Registration Number:	1670852	LIGURIA
Registration Number:	0342328	AQUILA D'ORO
Registration Number:	3711972	BEIRMEISTER

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: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Susan O'Brien
SIGNATURE: /Michael Barys/

DATE SIGNED:	04/07/2016
Total Attachments: 8	
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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)/Execution Date(s): 2. Name and address of receiving party(ies) ☐ Yes LIGURIA FOODS, INC. Additional names, addresses, or citizenship attached? ⊠ No Name: Goldman Sachs Lending Partners LLC Individual(s) ☐ Association Internal Address: ☐General Partnership ☐Limited Partnership □ Corporation Street Address: 30 Hudson Street, 5th Floor ☐ Limited Liability Company City: Jersey City Citizenship: DE State: NJ Execution Date(s) April 6, 2016 Additional names of conveying parties attached? ☐Yes ☒ No Country: USA Zip: 07302 Association Citizenship: 3. Nature of conveyance: General Partnership Citizenship: ☐ Assignment ☐ Merger ☐ Limited Partnership Citizenship: ☐ Security Agreement Corporation Citizenship: ☐ Change of Name ☑ Other Intellectual Property Security Agreement Other Limited Liability Company Citizenship: DE If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes X 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) See Attached Schedule I B. Trademark Registration No.(s) See Attached Schedule I ⊠ Yes □No Additional sheet(s) attached? 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 6. Total number of applications and concerning document should be mailed: registrations involved: 8 Name: Susan O'Brien 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Internal Address: CT Lien Solutions Authorized to be charged by credit card Authorized to be charged to deposit account Street Address: 187 Wolf Road, Suite 101 ☐ Enclosed City: Albany 8. Payment Information: State: NY Zip: 12205 a. Credit Card Last 4 Numbers Phone Number: 800-342-3676 **Expiration Date** b. Deposit Account Number Fax Number: 800-962-7049 Authorized User Name: Email Address: cls-udsalbany@wolterskluwer.com 9. Signature: April 6, **2016** Signature Date Total number of pages including cover sheet, attachments, and document: 8 Joanne BL Amold Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 III 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]

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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 POODS, INC., as Grantor

By:
Name: Lance Chambers
Title: President and Secretary

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

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMANTACHS LENDING PARTNERS LLC, as Agent

Ву: Name:

Title:

Authorized Signatory

REEL: 005767 FRAME: 0134

Schedule I Trademarks

U.S. Trademark Registrations

1. Registrations

No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
1.	LIGURIA FOODS (&	US	Registered	86/104,140	4595883	Liguria
	Design)			10/29/2013	9/02/2014	Foods, Inc.
	1000					
2.	LIGURIA FOODS (& Design)	US	Registered	85/233,817	4055413	Liguria Foods, Inc.
				2/03/2011	11/15/2011	
3.	LIGURIA	US	Registered	85/230,023	4022326	Liguria
			222			Foods, Inc.
				1/31/2011	9/06/2011	
4.	GRATIFICA	US	Registered	77/722,579	3714813	Liguria Foods, Inc.
				4/26/2009	11/24/2009	roods, mc.
5.	LIGURIA LIGURIA	US	Registered	74/182,500	1690370	Liguria
	(& Design)				6/02/1992	Foods, Inc.
				7/05/1991	0/02/1992	
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No.	TITLE	Reg. No.	Issue Date	App. No.	Filing Date	Owner
6.	LIGURIA	US	Registered	74/027,098	1670852	Liguria
				2/08/1990	12/31/1991	Foods, Inc.
7.	AQUILA D'ORO	US	Registered	71/382,603	0342328	Liguria
				8/26/1936	1/12/1937	Foods, Inc.
8.	BEIRMEISTER	US	Registered	77/722,577	3711972	Liguria
				4/26/2009	11/17/2009	Foods, Inc.

2. Applications

None.

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Schedule II Patents

United States Patent Registrations

1.	Registrations
None.	
2.	Applications
None.	

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Schedule III Copyrights

United States Copyright Registrations

1.	Registrations		
None.			
2.	Applications		

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RECORDED: 04/07/2016

None.