

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roland Foods, LLC		06/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	245 Park Ave		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4384031	CONSUL	
Registration Number:	3085118	CONSUL	
Registration Number:	2040047	CONSUL	
Registration Number:	4801912	ROLAND	
Registration Number:	4788218	ROLAND SPECIALTY FOODS	
Registration Number:	4541657	ROLAND	
Registration Number:	4073585	ROLAND	
Registration Number:	4073583	ROLAND	
Registration Number:	3562712		
Registration Number:	3648870	FUSION SOLUTIONS	
Registration Number:	3065030	ROLAND	
Registration Number:	3036919	GLOBAL EXPERTS IN SPECIALTY FOODS	
Registration Number:	3877716	DON BRUNO	
Registration Number:	4042530	DON BRUNO	
Registration Number:	3733958	CONSUL	
Registration Number:	3594163	ROLAND	
Registration Number:	2687797	IMPORTERS PAR EXCELLENCE	
Registration Number:	2435740	AMITAN	
TRADEMARK			

OP \$640.00 4384031

Property Type	Number	Word Mark
Registration Number:	2450462	ROLAND
Registration Number:	2023570	DON BRUNO
Registration Number:	1566774	IMPORTERS PAR EXCELLENCE
Registration Number:	1472563	ROLAND
Registration Number:	1479356	ROLAND
Registration Number:	1098745	ROLAND
Registration Number:	0627935	ROLAND

CORRESPONDENCE DATA

Fax Number: 2029567069

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.

Phone: (202) 956-7685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	06/29/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this Agreement) is made as of June 29, 2016, by Roland Foods, LLC ("Grantor"), in favor of Owl Rock Capital Corporation, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor holds all right, title and interest in and to, the Trademarks listed on the attached Schedule A (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 29, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

This Agreement may be executed in counterparts and delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

Notwithstanding anything herein to the contrary, the Liens granted to Administrative Agent under this Agreement and the exercise of the rights and remedies of

Administrative Agent thereunder and under any other Security Instrument are subject to the terms, conditions and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any First Lien Debt Document, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, Administrative Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of Administrative Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement.

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

ROLAND FOODS, LLC

By: 

Name: Holly S. Kennedy Romano

Title: Secretary

SCHEDULE A

<u>Trademark</u>	<u>Loan Party</u>	<u>Registration/ Serial No.</u>	<u>Filing/ Registration Date</u>
CONSUL	Roland Foods, LLC	4384031	8/13/13
CONSUL	Roland Foods, LLC	3085118	4/25/06
CONSUL	Roland Foods, LLC	2040047	2/25/97
ROLAND	Roland Foods, LLC	4801912	9/1/15
ROLAND SPECIALTY FOODS	Roland Foods, LLC	4788218	8/11/15
ROLAND	Roland Foods, LLC	4541657	6/3/14
ROLAND	Roland Foods, LLC	4073585	12/20/11
ROLAND	Roland Foods, LLC	4073583	12/20/11
Design Only	Roland Foods, LLC	3562712	1/13/09
FUSION SOLUTIONS	Roland Foods, LLC	3648870	6/30/09
ROLAND	Roland Foods, LLC	3065030	3/7/06
GLOBAL EXPERTS IN SPECIALTY FOODS	Roland Foods, LLC	3036919	12/27/05
DON BRUNO	Roland Foods, LLC	3877716	11/16/10
DON BRUNO	Roland Foods, LLC	4042530	10/18/11
CONSUL	Roland Foods, LLC	3733958	1/5/10
ROLAND	Roland Foods, LLC	3594163	3/24/09
IMPORTERS PAR EXCELLENCE	Roland Foods, LLC	2687797	2/18/03
AMITAN	Roland Foods, LLC	2435740	3/13/01
ROLAND	Roland Foods, LLC	2450462	5/15/01
DON BRUNO	Roland Foods, LLC	2023570	12/17/96
IMPORTERS PAR EXCELLENCE	Roland Foods, LLC	1566774	11/21/89
ROLAND	Roland Foods, LLC	1472563	1/12/88
ROLAND	Roland Foods, LLC	1479356	3/8/88
ROLAND	Roland Foods, LLC	1098745	8/8/78
ROLAND	Roland Foods, LLC	0627935	5/29/56