

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
Richmond Cold Storage Company, LLC		03/17/2011	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	6805 Morrison Blvd.		
Internal Address:	Ste 100		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28211		
Entity Type:	Alabama Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3425896	COLDTRAX	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-420-5527		
Email:	rbirdwell@phrd.com		
Correspondent Name:	Ronda J. Birdwell, Paralegal -- PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	3717-182		
NAME OF SUBMITTER:	Bobbi Acord		
Signature:	/ba/		

CH \$40.00 3425896

Date:

04/04/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 17, 2011, by and among each of the parties named as a Grantor on the signature pages hereto (each individually, a "Grantor" and collectively, the "Grantors"), and REGIONS BANK, an Alabama banking corporation ("Lender").

Recitals:

WHEREAS, the Grantors and Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, supplemented, modified or refinanced from time to time, the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans and other financial accommodations to Borrowers (as such term is defined in the Loan Agreement) from time to time pursuant to the terms of the Loan Agreement, provided that each Grantor executes this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to Lender, to secure the Obligations (as such term is defined in the Loan Agreement), a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by such Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(ii) each trademark license to which such Grantor is a party, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by such Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of such Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Each Grantor irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in Lender's name, from time to time, in Lender's discretion, so long as any Event of Default (as such term is defined in the Loan Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Loan Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to Lender pursuant to the Loan Agreement. Each Grantor acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be signed and delivered by its duly authorized representative on the day and year first above written.

GRANTOR:

RICHMOND COLD STORAGE COMPANY, LLC

By:  _____

Name: **David P. Crosland** _____

Title: **Manager** _____

[SEAL]

[Signatures continued on following page.]

Accepted:

LENDER:

REGIONS BANK

By: A. Watkins
Name: Amanda Watkins
Title: Vice President

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ColdTrax	3425896	May 13, 2008

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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