

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialty Brands of America, Inc.		04/16/2013	CORPORATION: MASSACHUSETTS
Bear Creek Country Kitchens, LLC		04/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC, as Agent
Street Address:	1185 Avenue of the Americas, 2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1726020	100% PURE
Registration Number:	1665516	100% PURE
Registration Number:	1852510	CANOLEO
Registration Number:	740285	CARY'S
Registration Number:	831170	CARY'S
Registration Number:	1852524	NEW YORK FLATBREADS
Registration Number:	1847810	SPRING TREE
Registration Number:	2939526	SPRING TREE
Registration Number:	3575719	BEAR CREEK COUNTRY KITCHENS
Serial Number:	85662690	A SQUARE MEAL IN A ROUND POT
Serial Number:	85644879	BEAR CREEK
Serial Number:	85644897	BEAR CREEK

OP \$490.00 1726020

Serial Number:	85128932	BEAR CREEK COUNTRY KITCHENS
Serial Number:	85651758	BEAR CREEK COUNTRY KITCHENS
Serial Number:	85651760	BEAR CREEK COUNTRY KITCHENS
Registration Number:	4166553	BEAR CREEK COUNTRY KITCHENS
Registration Number:	3954664	SPRING TREE
Serial Number:	85378761	THE HEARTIEST TASTE. BEAR NONE.
Serial Number:	85378763	THE HEARTIEST TASTE. BEAR NONE.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

James Murray

Signature:

/daniel cote thomsonreuters/

Date:

04/17/2013

Total Attachments: 11

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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):

Specialty Brands of America, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Massachusetts
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 16, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Commercial Finance LLC, as Agent

Internal Address: _____

Address: _____

Street Address: 1185 Avenue of the Americas, 2nd Floor

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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)
See Schedule I attached

B. Trademark Registration No.(s)
See Schedule I attached

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: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-914-4240

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

19

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

April 16, 2013

Date

Leslie Kirsner

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Continuation of the information in Item 1 (additional conveying party)

Bear Creek Country Kitchens, LLC
Delaware LLC

TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2013, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of ALLY COMMERCIAL FINANCE LLC ("Ally CF"), as agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

Pursuant to the Amended and Restated Credit Agreement dated as of April 16, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BCKK Holdings, Inc., a Delaware corporation ("Parent"), Specialty Brands of America, Inc., a Massachusetts corporation ("SBA") and Bear Creek Country Kitchens, LLC, a Delaware limited liability company ("BCKK" and together with SBA, the "Borrowers"), the Lenders at any time party thereto and Ally CF, as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

All the Grantors are party to that certain Pledge and Security Agreement dated as of April 16, 2013 (the "Pledge and Security Agreement") in favor of the 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 Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as the case may be.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

A. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

B. all reissues, continuations or extensions of the foregoing;

C. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

D. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

GOVERNING LAW

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

[Signatures pages follow]

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

Very truly yours,

SPECIALTY BRANDS OF AMERICA, INC.
as Grantor

By: Walt
Name: Walter McKean
Title: Secretary

BEAR CREEK COUNTRY KITCHENS, LLC
as Grantor

By: Walt
Name: Walter McKean
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALLY COMMERCIAL FINANCE LLC,
as Agent

By: 
Name: MICHAEL MALCANGI
Title: DIRECTOR

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

INTELLECTUAL PROPERTY

[See Attached]

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
Specialty Brands of America, Inc.	100% PURE (DESIGN)		10/20/1992	1726020	USA
Specialty Brands of America, Inc.	100% PURE (Design)		11/19/2001	1665516	USA
Specialty Brands of America, Inc.	A WOODLAND SCENE IN SPRING WITH THE SQUARE (DESCRIPTIVE REFERENCE)(DESIGN)		4/1/1943	UCA023825	Canada
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS		11/20/1998	TMA504410	Canada
Specialty Brands of America, Inc.	CANOLEO		9/6/1994	1852510	USA
Specialty Brands of America, Inc.	CANOLEO (DESIGN)		10/13/1995	TMA448875	Canada
Specialty Brands of America, Inc.	CARY'S		11/6/1962	740285	USA
Specialty Brands of America, Inc.	CARY'S		6/27/1967	831170	USA

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
Specialty Brands of America, Inc.	NEW YORK FLATBREADS		9/6/1994	1852524	USA
Specialty Brands of America, Inc.	SPRING TREE		8/2/2004	1847810	USA
Specialty Brands of America, Inc.	SPRING TREE		2/18/2002	TMA558022	Canada
Specialty Brands of America, Inc.	SPRING TREE		4/12/2005	2939526	USA
Bear Creek Country Kitchens, LLC	SQUARE MEAL IN A ROUND POT	06/27/2012	Allowed/ # Pending	85/662690	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK	06/6/2012	Allowed/ # Pending	85/644879	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK	06/6/2012	Allowed/ # Pending	85/644897	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS		2/17/2009	3575719	USA

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS	03/01/2011	Allowed/ # Pending	85/128932	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS	11/13/2012	Allowed/ # Pending	85/651758	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS	11/13/2012	Allowed/ # Pending	85/651760	USA
Bear Creek Country Kitchens, LLC	BEAR CREEK COUNTRY KITCHENS		7/3/2012	4166553	USA
Specialty Brands of America, Inc.	ST MAPLE SYRUP BOTTLE		06/28/2011	3984507	Canada
Specialty Brands of America, Inc.	SPRING TREE		1/31/2012	816497	Canada
Specialty Brands of America, Inc.	SPRING TREE		5/3/2011	3954664	USA
Bear Creek Country Kitchens, LLC	HEARTIEST TASTE BEAR NONE	1/20/2012	Allowed/ # Pending	1560743	Canada

Loan Party Name	Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
Bear Creek Country Kitchens, LLC	HEARTIEST TASTE BEAR NONE	7/22/2011	Allowed/ # Pending	85/378761	USA
Bear Creek Country Kitchens, LLC	HEARTIEST TASTE BEAR NONE	7/22/2011	Allowed/ # Pending	85/378763	USA

Trademarks with the following registration numbers have been abandoned or divested by the Loan Parties: 2378327(USA); 579657(Mexico); 579658(Mexico); 751180(CTM); 844372(Taiwan); 854435(Taiwan); 1473400(USA); 722057(USA); TMA383284(Canada); 206118(USA); 1507410(USA); 200061 (USA).