

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cedars Mediterranean Foods, Inc.		12/23/2014	CORPORATION: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4128345	CEDAR'S	
Registration Number:	3845279	CEDAR'S MEDITERRANEAN FOODS	
Registration Number:	3289317	CEDAR'S SIMPLY DELICIOUS	
Registration Number:	4629750	MEDITERRANEAN INFUSIONS	
Registration Number:	3152608	MEXICANA GOLD	
Registration Number:	2452536	NATURAL SELECT	
Registration Number:	3267128	SIMPLY DELICIOUS CEDAR'S	
Registration Number:	1863818	CEDAR'S NATURALLY DELICIOUS	
Serial Number:	86365250	HOME OF THE GLOBAL HOMMUS	
Serial Number:	86244871	MEDITERRANEAN INFUSIONS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 4128345

ATTORNEY DOCKET NUMBER:	437765-005
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/29/2014
Total Attachments: 4 source=12-29-14 Cedars Mediterranean Foods-TM#page1.tif source=12-29-14 Cedars Mediterranean Foods-TM#page2.tif source=12-29-14 Cedars Mediterranean Foods-TM#page3.tif source=12-29-14 Cedars Mediterranean Foods-TM#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of December, 2014, Cedars Mediterranean Foods, Inc., a New Hampshire corporation (“*Debtor*”) with its principal place of business and mailing address at 50 Foundation Avenue, Ward Hill, Massachusetts 01835, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

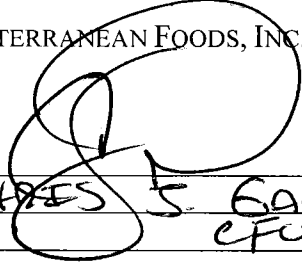
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CEDARS MEDITERRANEAN FOODS, INC.

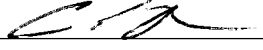
By 
Name CHARLES S. Gauette
Title CEO and Authorized Representative

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005431 FRAME: 0282

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By 
Name C. SCOTT PLACE
Title DIRECTOR

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005431 FRAME: 0283

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
CEDAR'S (and Tree Logo)	4128345	April 17, 2012
CEDAR'S	3845279	September 7, 2010
MEDITERRANEAN FOODS		
CEDAR'S SIMPLY	3289317	September 11, 2007
DELICIOUS		
Mediterranean Infusions	4629750	October 28, 2014
MEXICANA GOLD	3152608	October 10, 2006
NATURAL SELECT (and Design)	2452536	May 22, 2001
SIMPLY DELICIOUS	3267128	July 24, 2007
CEDAR'S (and Design)		
CEDAR'S NATURALLY DELICIOUS	1863818	November 22, 1994

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
HOME OF THE GLOBAL HOMMUS	86365250	August 13, 2014
Mediterranean Infusions logo	86244871	April 7, 2014