

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
Applegate Farms LLC		12/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America NA
Street Address:	750 Walnut Avenue
Internal Address:	NJ6 502 03 08
City:	Cranford
State/Country:	NEW JERSEY
Postal Code:	07016
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2960330	APPLEGATE
Registration Number:	1905098	APPLEGATE FARMS
Registration Number:	3449973	APPLEGATE FARMS CERTIFIED ORGANIC THE GREAT ORGANIC UNCURED HOT DOG
Registration Number:	2744106	BELIEVE IN WHAT YOU EAT
Registration Number:	2584915	SUNDAY BACON
Registration Number:	2848180	THE LUNCH CREW
Registration Number:	3589379	THE GREATEST LITTLE ORGANIC SMOKEY PORK COCKTAIL FRANKS
Registration Number:	1872644	JUGTOWN MOUNTAIN SMOKEHOUSE
Serial Number:	85081409	CHANGING THE MEAT WE EAT
Serial Number:	85081393	
Serial Number:	85081405	000000000000

OP \$390.00 2960330

Serial Number:	85081402	BARN CODE
Serial Number:	77911717	APPLEGATE NATURALS
Serial Number:	77911707	APPLEGATE ORGANICS
Serial Number:	77803929	BARNCODE

CORRESPONDENCE DATA

Fax Number: (973)535-9217
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: nhumphreys@connellfoley.com
Correspondent Name: Noel D Humphreys
Address Line 1: 85 Livingston Avenue
Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	10716-076845
NAME OF SUBMITTER:	Noel D Humphreys
Signature:	/Noel D Humphreys/
Date:	01/20/2011

Total Attachments: 4
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif

APPLEGATE FARMS, LLC

TRADEMARK SECURITY AGREEMENT

WHEREAS, APPLEGATE FARMS, LLC, a Delaware limited liability company ("Lien Grantor") is the borrower under that certain Amended and Restated Loan Agreement dated December 13, 2010 (the "Credit Agreement"); and

WHEREAS, in (i) the Credit Agreement, and (ii) certain other collateral documents (including this Trademark Security Agreement), the Lien Grantor has granted and/or is granting to the to Bank of America, N.A. (the "Grantee") for Grantee's benefit a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below), to secure the Lien Grantor's indebtedness in favor of Grantee; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's indebtedness in favor of Grantee, a continuing security interest in all of the Lien 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 registered trademark or service mark owned by the Lien Grantor, including without limitation each trademark or service mark registration and application identified or referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark or service mark;
- (ii) Each license in connection with or arising out of any such trademark or service mark to which the Lien Grantor is a party, including without limitation each license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark or service mark 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 the Lien 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 or service mark owned by the Lien Grantor (including without limitation any trademark or service mark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any license (including without limitation any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee 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 the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, to take with respect to the Trademark Collateral, while an Event of Default has occurred and is continuing, any and all appropriate action that the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments that may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Credit Agreement, the Lien 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 interest granted by the Lien Grantor to the Grantee pursuant to the Credit Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and ancillary documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

Schedule 1
to
Trademark Security Agreement
Dated December 13, 2010

APPLEGATE FARMS, LLC

TRADEMARKS

Registered Trademarks

Mark	Registration No.	Registration Date	County	Int'l Class
APPLEGATE	2960330	6/7/2005	USA	29
APPLEGATE FARMS	1905098	7/11/1995	USA	29
THE GREAT ORGANIC UNCURED HOT DOG	3449973	6/17/2008	USA	29
BELIEVE IN WHAT YOU EAT	2744106	7/29/2003	USA	29
SUNDAY BACON	2584915	6/25/2009	USA	29
THE LUNCH CREW	2848180	6/1/2004	USA	29
THE GREATEST LITTLE ORGANIC SMOKEY PORK COCKTAIL FRANKS	3589379	3/10/2009	USA	29
JUGTOWN MOUNTAIN SMOKHOUSE	1872644	3/10/95	USA	29

Pending Applications

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
85081409		CHANGING THE MEAT WE EAT	TARR	LIVE
85081393		LOGO (Attached)	TARR	LIVE
85081405		000000000000 (Attached)	TARR	LIVE
85081402		BARN CODE	TARR	LIVE
77911717		APPLEGATE NATURAL	TARR	LIVE
77911707		APPLEGATE ORGANICS	TARR	LIVE
77803929		BARNCODE	TARR	LIVE

DMEAST #13117015 v2