

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
Groeb Farms, Inc.		01/30/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	730 Second Avenue South		
Internal Address:	MAC N9314-080		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3061871	SUPERIOR HONEY	
Registration Number:	3907823	GROEB FARMS INC.	
Registration Number:	3907825	GROEB FARMS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
Phone:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 South 7th St, Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		

OP \$90.00 3061871

Date:

01/30/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”), dated as of January 30, 2012, is made by and between Groeb Farms, Inc., a Michigan corporation (“**Borrower**”), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (“**Secured Party**”), and having a business location at the address set forth below next to its signature.

Recitals

Borrower and Secured Party are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the “**Credit Agreement**”) dated as of the same date as this Agreement, setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Secured Party has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each of the items identified in clause (i), and (iii) the right to sue for past, present and future infringement, dilution and damages with respect to any the items identified in clause (i), all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. **Security Interest.** Borrower hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not effect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Borrower represents, warrants and agrees as follows:

(a) Existence; Authority. Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Borrower.

(b) Trademarks. Exhibit A accurately lists all Trademarks owned by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns any Trademarks not listed on Exhibit A (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall within 30 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.

(c) Title. Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) No Sale. Except as permitted in the Credit Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Secured Party's prior written consent.

(e) Defense. Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) Maintenance. Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark which it deems material to its business in its reasonable business judgment, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. To the extent Borrower determines that it will abandon any Trademark as permitted under this Agreement, Borrower will provide Secured Party of thirty days' notice of its intent to so abandon such Trademark.

(g) Secured Party's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Secured Party that it intends to abandon a Trademark in contravention of this Agreement, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all

other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (g) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by Secured Party at the default rate set forth in Section 2.6(b) of the Credit Agreement.

(i) Power of Attorney. To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 5, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3 to the extent Borrower has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (other than Hedge Obligations which shall be terminated in accordance with the applicable Hedge Agreement).

4. **Borrower's Use of the Trademarks.** Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Remedies.** Upon the occurrence of an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks; and (c) Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, Borrower shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Borrower, and the Security Interest can be released only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition

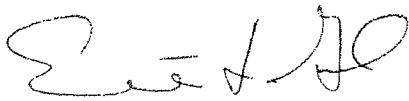
to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Secured Party shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Secured Party, and Borrower waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature page follows

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Groeb Farms, Inc.
10464 Bryan Highway
Onsted, Michigan 49265
Attention: Jack Irvin
Facsimile: (517) 467-2840

GROEB FARMS, INC.

By: 
Name: Ernest L. Groeb
Title: President and Chief Executive Officer

STATE OF MICHIGAN)
)
COUNTY OF LENAWEE)
)
GLORIA J. McMICHAEL
NOTARY PUBLIC, Lenawee County, MI
My Commission Expires Aug. 19, 2013
Acting in Lenawee County

The foregoing instrument was acknowledged before me this 26 day of January, 2012, by Ernest L. Groeb, the President and Chief Executive Officer of Groeb Farms, Inc., a Michigan corporation, on behalf of the corporation.


Notary Public

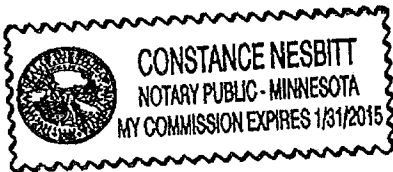
Wells Fargo Bank, National Association
MAC N9314-080
730 Second Avenue South
US Trust Building, 8th Floor
Minneapolis, Minnesota 55402-3400
Attention: Matthew Howe
Facsimile: ~~(612) 673-8509~~ (855) 376-8122
Email: Matthew.A.Howe@wellsfargo.com

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: Matthew Howe
Name: Matthew A. Howe
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 26th day of January, 2012, by Matthew A. Howe, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.




Constance Nesbitt
Notary Public

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SUPERIOR HONEY	3061871	02/28/06
	3907823	01/18/11
GROEB FARMS, INC.	3907825	01/18/11

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS MATERIAL TO BUSINESS

None

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS**

None

APPLICATIONS

None

Exhibit A