

900218564 03/28/2012

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
Monogram Brands, LLC	FORMERLY MS Brands, LLC	03/27/2012	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	IBERIABANK
Street Address:	4894 Poplar Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38117
Entity Type:	: UNITED STATES BANK : LOUISIANA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2099320	CIRCLE B BRAND
Registration Number:	1419358	KING COTTON
Registration Number:	2261822	KING COTTON PLUMP 'N' TENDER
Registration Number:	2169689	KING COTTON
Registration Number:	1809380	RIGHTLY SEASONED
Registration Number:	1421297	"RIGHTLY SEASONED"
Registration Number:	3579170	KING COTTON
Registration Number:	3527337	CIRCLE B BRAND
Serial Number:	77455635	KING COTTON PLUMP 'N' TENDER

CORRESPONDENCE DATA

Fax Number: (901)374-7519
 Phone: 9015214568
 Email: msimmonds@evanspetree.com

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

OP \$240.00 2099320

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Trademark Agreement"), dated as of March 27, 2012, is by and between MONOGRAM BRANDS, LLC, a Tennessee limited liability company (the "Assignor"), and IBERIABANK (the "Lender").

WITNESSETH:

WHEREAS, the Assignor is the owner of the entire right, title, and interest in and to its particular trademarks, trade names, terms, designs and applications therefor described in **Exhibit A** hereto and made a part hereof; and

WHEREAS, Lender has entered or are about to enter into financing arrangements pursuant to which Lender may make loans and advances and provide other financial accommodations to Assignor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among (i) Assignor as "Borrower", (ii) Assignor's parent company, Monogram Foods Solutions, LLC, as "Guarantor" and Lender (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Assignor pursuant thereto, the Assignor has agreed to grant to Lender certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, the Assignor hereby grants to Lender a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Assignor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Assignor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in **Exhibit A** hereto, together with all rights and privileges arising under

applicable law with respect to Assignor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Assignor against third parties for past or future infringement of the Trademarks.

2. **OBLIGATIONS SECURED.** The security interest, lien and other interests granted to Lender pursuant to this Trademark Agreement shall secure the prompt performance, observance and payment in full of any and all Obligations.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Assignor hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Assignor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral owned or held by Assignor is valid and subsisting in full force and effect, and Assignor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Except as set forth in Section 3(i), Assignor shall, at Assignor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral owned or held by Assignor consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral owned or held by Assignor as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral owned or held by Assignor is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, and (ii) the security interests permitted under the Loan Agreement.

(c) Assignor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral owned or held by Assignor, or otherwise dispose of any of the Collateral owned or held by Assignor, in the case without the prior written consent of Lender, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Trademark Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Assignor shall, at Assignor's expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral owned or held by Assignor granted hereunder or to otherwise further the provisions of this Trademark Agreement. Assignor hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral owned or held by Assignor. Assignor further authorizes Lender to have this Trademark Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Assignor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in **Exhibit A** hereto.

(f) Such Assignor shall, concurrently with the execution and delivery of this Trademark Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of **Exhibit B** annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral owned or held by such Assignor pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Lender may, in its discretion, pay any amount or do any act which Assignor fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral owned or held by Assignor, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Assignor shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrowers, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Assignor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Assignor has given Lender prompt written notice of such action. If, after the date hereof, Assignor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Assignor shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in and collateral assignment of such Trademark in favor of Lender.

(i) Assignor has not abandoned any of Assignor's Trademarks, and Assignor will not do any act, nor omit to do any act, whereby Assignor's Trademarks may become

abandoned, invalidated, unenforceable, avoided, or avoidable, except that Assignor may abandon or allow to lapse any Trademark which is no longer being used in the conduct of its business. Assignor shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to Assignor's Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Assignor shall render any assistance, as Lender shall determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of Assignor's Trademarks as Assignor's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of Assignor's Trademarks that would adversely affect in any material respect the fair market value of the Collateral owned or held by Assignor or the benefits of this Trademark Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any of Assignor's Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Assignor is a party. Assignor shall promptly notify Lender if Assignor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Lender, Assignor, at Assignor's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to Assignor's Trademarks.

(l) Assignor assumes all responsibility and liability arising from the use of Assignor's Trademarks, and Assignor hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Assignor (or any affiliate or subsidiary thereof) in connection with Assignor's Trademarks or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Trademark Agreement and the termination or non-renewal of the Loan Agreement.

(m) Assignor shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Trademark Agreement or for the defense, protection or enforcement of the Obligations, the Collateral owned or held by Assignor, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrowers to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. **EVENTS OF DEFAULT.** Any default hereunder shall be deemed an "Event of Default" under this Trademark Agreement and the Loan Agreement.

5. **RIGHTS AND REMEDIES.** At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Lender, whether provided under this Trademark Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Assignor nor any affiliate or subsidiary of Assignor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Assignor or any subsidiary or affiliate of Assignor or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Assignor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Assignor of any proposed disposition shall be deemed reasonable notice thereof and the Assignor waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, the Assignor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described herein or in the Loan Agreement, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Assignor agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Assignor further agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such

of the Obligations as Lender may in its discretion determine. Assignor shall remain liable to Lender for any of the Obligations remaining unpaid after the application of such proceeds, and Assignor shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement.

(f) The Assignor shall supply to Lender or to Lender's designee, Assignor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing Assignor's Trademarks and Assignor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Trademark Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS: GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Trademark Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Tennessee but excluding any principles of conflicts of law or choice of law.

(b) The Assignor and Lender irrevocably consents and submits to the non-exclusive jurisdiction of the state and federal courts located in Shelby County, Tennessee, whichever Lender may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Trademark Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of Assignor and Lender in respect of this Trademark Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the Collateral owned or held by Assignor or to otherwise enforce its rights against Assignor or its property).

(c) The Assignor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by U.S. certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed immediately upon receipt thereof by Assignor, or, at Lender's option, by service upon Assignor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Assignor shall appear in answer to such process, failing which Assignor shall be deemed in default and judgment may be entered by Lender against Assignor for the amount of the claim and other relief requested.

(d) THE ASSIGNOR AND LENDER EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS TRADEMARK AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND LENDER IN RESPECT OF THIS TRADEMARK AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE ASSIGNOR AND LENDER EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS TRADEMARK AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ASSIGNOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Lender shall not have any liability to Assignor (whether in tort, contract, equity or otherwise) for losses suffered by Assignor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Trademark Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Trademark Agreement and the other Financing Agreements.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing by deposit (postage prepaid) in the U.S. mail. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Assignor: Monogram Brands, LLC
Attn: WRS JACKSON
930 White Station Road
Memphis, Tennessee 38117
Facsimile: 901.259.6671

with a copy to Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
165 Madison Avenue
First Tennessee Building
Memphis, Tennessee 38103
Attention: Jason A. Strain
Telephone No.: (901) 577-2148
Telecopy No.: (901) 577-0854

If to Lender: Iberia Bank
Attn: Nathan W. Raines, Senior Vice-President
4894 Poplar Avenue
Memphis, Tennessee 38117
Facsimile: 901.757.7133

with a copy to: Richard E.M. Nichol, Jr.
Evans | Petree, PC
1000 Ridgeway Loop Road, Suite 200
Memphis, Tennessee 38120
Facsimile: 901.374.7499

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Assignor and Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Trademark Agreement" and words of similar import when used in this Trademark Agreement shall refer to this Trademark Agreement as a whole and not any particular provision of this Trademark Agreement and as this Trademark Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or the provisions of the Loan Agreement.

(c) This Trademark Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon the Assignor and its successors and assigns and inure to the benefit of and be enforceable by Lender and its successors and assigns.

(d) If any provision of this Trademark Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Trademark Agreement as a whole, but this Trademark Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Trademark Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Lender. Lender shall not, by any act, delay,

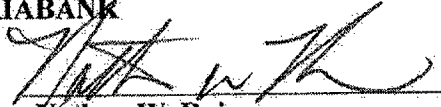
omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Lender. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Trademark Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Agreement by facsimile or other means of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Agreement. Any party delivering an executed counterpart of this Trademark Agreement by facsimile or other means of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Agreement.

IN WITNESS WHEREOF, Assignor and Lender have executed this Trademark Agreement as of the day and year first above written.

LENDER:


IBERIABANK

By: 
Name: Nathan W. Raines
Title: Senior Vice President

ASSIGNOR:

MONOGRAM BRANDS, LLC

By: Monogram Food Solutions, LLC, Sole Member

By: 
Name: White
Title: President

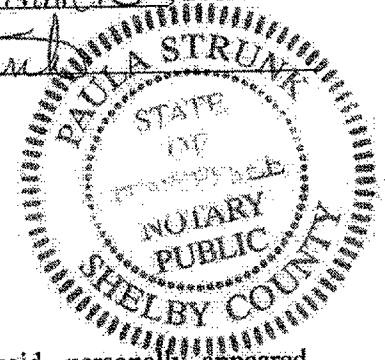
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared Nathan W. Raines, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President authorized to execute the instrument of IBERIABANK, the within named bargainer, and that he as such Senior Vice President executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Senior Vice President.

WITNESS my hand and seal at office on this the 27th day of March, 2012.

Paula Strunk
Notary Public

My Commission Expires: Sept. 26, 2012



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared Wes Jackson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President authorized to execute the instrument of Monogram Food Solutions, LLC, the sole member of Monogram Brands, LLC, the within named bargainer, a Tennessee limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by him self as President.

WITNESS my hand and seal at office on this the 27th day of March, 2012.

Donna J. Pope
Notary Public

My Commission Expires: April 6, 2014



EXHIBIT A
LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Name	Registration Number	Registration Date
Circle B Brand & Design	2,099,320	09/23/1997
King Cotton & Design	1,419,358	12/02/1986
King Cotton Plump 'N' Tender & Design	2,261,822	07/20/1999
King Coton & Design	2,169,689	06/30/1998
Rightly Seasoned	1,809,380	12/07/1993
Rightly Seasoned	1,421,297	12/16/1986
King Cotton	3,579,170	02/24/2009
Circle B Brand	3,527,337	11/04/2008
King Cotton Plump 'N' Tender	77,455,635	04/23/2008

**EXHIBIT B
SPECIAL POWER OF ATTORNEY**

STATE OF TENNESSEE
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that **MONOGRAM BRANDS, LLC** ("Assignor"), having an office at 930 White Station Road, Memphis, Tennessee 38117, hereby appoints and constitutes, severally, **IBERIABANK**, as Lender ("Lender"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Assignor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Assignor and Lender (the "Trademark Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all Obligations are paid in full in cash and the Trademark Agreement is terminated in writing by Lender.

Dated: March 27, 2012

ASSIGNOR:

MONOGRAM BRANDS, LLC

By: **Monogram Food Solutions, LLC, Sole Member**

By: [Signature]
Name: Wes Jackson
Title: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared Wes Jackson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President authorized to execute the instrument of Monogram Food Solutions, LLC, the sole member of Monogram Brands, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as President.

WITNESS my hand and seal at office on this the 27 day of March, 2012.

Donna J. Pope
Notary Public

My Commission Expires: April 6, 2014

