

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WAYNE BAILEY, INC.		07/20/2012	CORPORATION: NORTH CAROLINA
TEXAS SWEET POTATO DISTRIBUTING, LLC		07/20/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	SUNTRUST BANK
<b>Street Address:</b>	303 Peachtree Street, 23rd Floor
<b>Internal Address:</b>	Mail Code: GA - Atlanta 1981
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	BANK: GEORGIA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2344240	NUTRITIONALLY FRESH
Registration Number:	2312865	NUTRITIONAL ALL STARS
Registration Number:	2178603	LPB
Registration Number:	2176926	THE LOUISIANA PLAYBOY
Registration Number:	2175137	"WITH THAT CAJUN BETA CAROTENE BEAT ... AND GOOD TO EAT"
Registration Number:	2105367	SWEET POTATO HEARTS
Registration Number:	2121715	NUTRITIONAL BRIDGE TO THE 21ST CENTURY
Registration Number:	4082792	GEORGE FOODS
Registration Number:	4056299	YOU CHOOSE HOW THEY SIZZLE - BAKED OR FRIED
Serial Number:	85296428	GEORGE FOODS

CH \$315.00 2344240

Serial Number:	85296242	SWEET POTATO FRIZZLES
Serial Number:	85296310	SWEET POTATO FRIES SWEET SENSATIONS THE SENSIBLE SIDE

**CORRESPONDENCE DATA**

Fax Number: 6785532693  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 678-553-2692  
Email: gurveys@gtlaw.com  
Correspondent Name: Greenberg Traurig c/o Sheryl Gurvey  
Address Line 1: 3333 Piedmont Road  
Address Line 2: Suite 2500  
Address Line 4: ATLANTA, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	086208.015000
NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	07/24/2012

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 20, 2012, is made by WAYNE BAILEY, INC., a North Carolina corporation, and TEXAS SWEET POTATO DISTRIBUTING, LLC, a North Carolina limited liability company (each a "Borrower" and, collectively, "Borrowers"), in favor of SUNTRUST BANK, a bank organized under the laws of the state of Georgia ("Lender").

### Recitals

Borrowers and Lender are parties to a Loan Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrowers.

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

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 Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Loan Agreement) which the Borrowers may now or at any time hereafter owe to Lender, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Loan Agreement).

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrowers' 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, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit A**.

2. Security Interest. Borrowers hereby irrevocably pledge and assign to, and grant Lender 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 Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrowers. This Agreement grants only the Security Interest herein described, is not intended to and does not affect 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. Borrowers represent, warrant and agree as follows:

(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by Borrowers 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 Borrowers' business). If after the date hereof, Borrowers own or control any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to Borrowers' business), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrowers shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no Affiliate of Borrowers own, control, or have a right to have assigned to it any items that would, if such item were owned by Borrowers, constitute Trademarks. If after the date hereof any Affiliate of Borrowers own, control, or have a right to have assigned to it any such items, then Borrowers shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrowers; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** Borrowers have absolute title to each Trademark on **Exhibit A**, free and clear of all Liens except Permitted Liens. Borrowers (i) will have, at the time Borrowers acquire 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.** Borrowers will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(e) **Defense.** Borrowers will, at their 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.** Borrowers will at their own expense maintain the Trademarks to the extent reasonably advisable in their 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. Borrowers covenant that they will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay 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.

(g) **Lender's Right to Take Action.** If Borrowers fail to perform or observe any of their covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrowers written notice thereof (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 Borrowers notify Lender that Borrowers intend to abandon a Trademark, Lender 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 Borrowers (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender 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, Borrowers shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (g) and exercising its rights under Section 6, Borrowers hereby irrevocably appoint (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrowers with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the names and on behalf of Borrowers, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrowers under this Section 3, or, necessary for Lender, after a Default, 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. Borrowers hereby ratify 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 Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrowers' Use of the Trademarks. Borrowers 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 Default exists.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called a "Default"): (a) a Default or Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrowers shall fail promptly to observe or perform any covenant or agreement herein binding on them; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender 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 Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender'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 Borrowers under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrowers 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 Borrowers and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Lender, and Borrowers waive notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender 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 authorized by the Borrowers 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 Georgia 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.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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

**WAYNE BAILEY, INC.**

By: George G. Wooten Pres.  
Name: George G. Wooten  
Title: President

**TEXAS SWEET POTATO DISTRIBUTING,  
LLC**

By: George G. Wooten Pres.  
Name: George G. Wooten  
Title: President



EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>
Nutrionally Fresh	2,344,240
Nutritional All Stars	2,312,865
Louisiana Playboy (Design)	2,178,603
The Louisiana Playboy	2,176,926
With That Cajun Beta Carotene Beat... And Good To Eat	2,175,137
Sweet Potato Hearts (Design)	2,105,367
Nutritional Bridge to the 21 <sup>st</sup> Century	2,121,715
George Foods (& Design)	4,082,792
George Foods	85,296,428
You Choose How They Sizzle - Baked or Fried	4,056,299
Sweet Potato Frizzles	85,296,242
Sweet Potato Fries - Sweet Sensations - The Sensible Side (& Design)	85,296,310

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None