

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT																													
NATURE OF CONVEYANCE:		Trademark Security Agreement																													
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Harvest Meat Company, Inc.</td> <td></td> <td>07/30/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Hamilton Meat, LLC</td> <td></td> <td>07/30/2012</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>Western Boxed Meats Distributors, Inc.</td> <td></td> <td>07/30/2012</td> <td>CORPORATION: OREGON</td> </tr> <tr> <td>Surfliner Holdings, Inc.</td> <td></td> <td>07/30/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Sand Dollar Holdings, Inc.</td> <td></td> <td>07/30/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Cascade Food Brokers, Inc.</td> <td></td> <td>07/30/2012</td> <td>CORPORATION: OREGON</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Harvest Meat Company, Inc.		07/30/2012	CORPORATION: DELAWARE	Hamilton Meat, LLC		07/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA	Western Boxed Meats Distributors, Inc.		07/30/2012	CORPORATION: OREGON	Surfliner Holdings, Inc.		07/30/2012	CORPORATION: DELAWARE	Sand Dollar Holdings, Inc.		07/30/2012	CORPORATION: DELAWARE	Cascade Food Brokers, Inc.		07/30/2012	CORPORATION: OREGON
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CH \$215.00 3347449

CORRESPONDENCE DATA

Fax Number: 2027393001

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

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-14-0193
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	07/31/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of July, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Surfliner Holdings, Inc., a Delaware corporation ("Parent"), Harvest Meat Company, Inc., a Delaware corporation ("Harvest"), Western Boxed Meats Distributors, Inc., an Oregon corporation ("Western"), and Hamilton Meat, LLC, a California limited liability company ("Hamilton"), together with Harvest, Western, and each other Subsidiary that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT

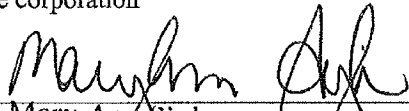
TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

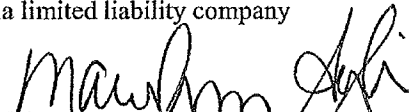
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

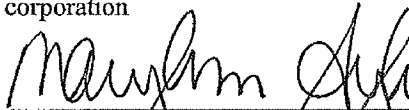
HARVEST MEAT COMPANY, INC.,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President


HAMILTON MEAT, LLC,
a California limited liability company

By: 
Name: Mary Ann Sigler
Title: Vice President


WESTERN BOXED MEATS DISTRIBUTORS, INC.,
an Oregon corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

SURFLINER HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: President

SAND DOLLAR HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

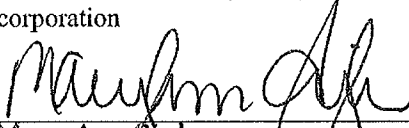
[Signature page to Trademark Security Agreement]

CASCADE FOOD BROKERS, INC.,
an Oregon corporation

By:

Name:

Title:



Mary Ann Sigler

Vice President

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company






By: Christopher S. Hudik
Name: Christopher S. Hudik
Title: Director

[Signature page to Trademark Security Agreement]


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Harvest Meat Company, Inc.		3347449	December 4, 2007
Harvest Meat Company, Inc.		2831463	April 13, 2004
Harvest Meat Company, Inc.		2766645	September 23, 2003
Western Boxed Meats Distributors, Inc.		3401406	March 25, 2008
Western Boxed Meats Distributors, Inc.		2147518	March 31, 1998
Western Boxed Meats Distributors, Inc.	WESTERN BOXED MEAT, INC. (Typed Drawing)	2147517	March 31, 1998
Western Boxed Meats Distributors, Inc.	CATTLE LAND (Typed Drawing)	1460248	October 6, 1987

U.S. Trademark Applications:

OWNER	MARK	SERIAL NUMBER	FILING DATE
Harvest Meat Company, Inc.		85623458	May11, 2012

Trademark Licenses

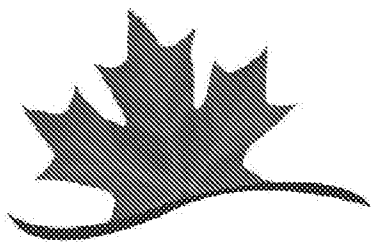
Canadian Trademark License

Name of Agreement	Parties	Date/Term of Agreement	Type of Agreement
Application for Use of Canada Beef Brand Mark as Administered by the Canadian Cattlemen's Association	(1) Harvest Meat Company, Inc. (2) The Canadian Cattlemen's Association	May 26, 2011 (automatically renews for annual terms unless terminated 60 days prior to expiration)	License to Use Canadian Beef Marks

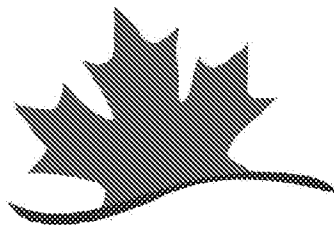
The licensed Canadian Beef Marks are as follows:

CANADIAN BEEF. GOODNESS IN EVERY BITE

CANADIAN BEEF. QUALITY THAT INSPIRES CONFIDENCE



CANADIAN BEEF



CANADIAN BEEF