

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
J & B SAUSAGE COMPANY, INC.		04/05/2013	CORPORATION: TEXAS
EARL CAMPBELL MEAT PRODUCTS, INC.		04/05/2013	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	BRANCH BANKING AND TRUST COMPANY		
Street Address:	200 WEST SECOND STREET		
City:	WINSTON-SALEM		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85435635	JANECKA'S	
Registration Number:	3654260	J BAR B	
Registration Number:	1608389	J BAR B FOODS	
Registration Number:	1627379	TEXAS SMOKEHOUSE	
Registration Number:	1273745	SINGLETREE FARMS	
Registration Number:	1883731	CAJUN HOLLAR	
Registration Number:	1890014	CAJUN HOLLAR	
Registration Number:	2223690	CHEFS-IN-A-BAG	
Registration Number:	3226531	HUBBELL	
Registration Number:	3418801	JB BAR FOODS	
Registration Number:	3801402	HOT-N-CHEDDAR	
Registration Number:	2659209	EARL CAMPBELL'S	
Registration Number:	2758149	EARL CAMPBELL	

OP \$365.00 85435635

Registration Number:	2005610	EARL CAMPBELL'S
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CORRESPONDENCE DATA

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Margaret E. Carter

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	029505.0109
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NAME OF SUBMITTER:	Margaret E. Carter
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Signature:	/Margaret E. Carter/
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Date:	04/12/2013
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 5, 2013 by and among BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation ("Bank"), J & B SAUSAGE COMPANY, INC., a Texas corporation ("J&B"), EARL CAMPBELL MEAT PRODUCTS, INC., a Nevada corporation ("ECMP," and together with J&B, collectively, the "Borrowers").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan Agreement by and among Bank, Borrowers and the Guarantors (as defined therein) dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "***Loan Agreement***"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Bank a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between each Borrower and Bank, each Borrower grants to Bank a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWERS:

J & B SAUSAGE COMPANY, INC.

By: 

Name: Danny Janecka II

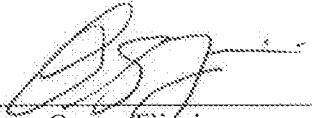
Title: President

EARL CAMPBELL MEAT PRODUCTS, INC.

By: 
Name: Danny Van Janekka
Title: President/CEO

BANK:

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: 

Name: Oscar Tijerina

Title: Senior Vice President

SCHEDULE A
Copyrights

None.

[Schedule A to Intellectual Property Security Agreement]

029505.0109\4841-2052-8147.

TRADEMARK
REEL: 005005 FRAME: 0587

SCHEDULE B
Patents

None.

[Schedule B to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005005 FRAME: 0588

SCHEDULE C
Trademarks

J & B SAUSAGE COMPANY, INC.

WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
JANECKA'S	85435635	09/29/2011	N/A	N/A
J BAR B	77642216	12/31/2008	3654260	07/14/2009
J BAR B FOODS	73809408	06/27/1989	1608389	07/31/1990
TEXAS SMOKEHOUSE	73809358	06/27/1989	1627379	12/11/1990
SINGLETREE FARMS	73410012	01/19/1983	1273745	04/10/1984
CAJUN HOLLAR	74485833	02/02/1994	1883731	03/14/1995
CAJUN HOLLAR	74495928	03/02/1994	1890014	04/18/1995
CHEFS-IN-A-BAG	75295447	05/21/1997	2223690	02/16/1999
HUBBELL	76659868	05/10/2006	3226531	04/10/2007
JB BAR FOODS	76549496	09/22/2003	3418801	04/29/2008

EARL CAMPBELL MEAT PRODUCTS, INC.

WORD MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
HOT-n-CHEDDAR	77870032	11/11/2009	3801402	06/08/2010
EARL CAMPBELL'S	76369006	02/07/2002	2659209	12/10/2002
EARL CAMPBELL	76369005	02/07/2002	2758149	09/02/2003
EARL CAMPBELL'S	74635617	02/17/1995	2005610	10/08/1996

[Schedule C to Intellectual Property Security Agreement]

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RECORDED: 04/12/2013

TRADEMARK
REEL: 005005 FRAME: 0589