

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
Rose Acre Farms, Inc.		04/19/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of A Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1644519	COUNTRY DAYBREAK	
Registration Number:	2480318	EGG PROTEINS INEDIBLE EGG PRODUCT	
Registration Number:	4016657	ENVIRO-CAL	
Registration Number:	4016658	ENVIRO-CAL	
Registration Number:	4016664	EQUA-CAL	
Registration Number:	4016659	EQUA-CAL	
Registration Number:	3564083	GOLDEN-PREMIUM	
Registration Number:	3357896	GOOD EGG	
Registration Number:	2508050	GOODEGG.COM	
Registration Number:	3361744	GREAT EGGS	
Registration Number:	3227961		
Registration Number:	2442071	REPLENISH	
Registration Number:	1238626	ROSE ACRE FARMS	

TRADEMARK

Registration Number:	2319590	ROSE ACRE FARM FRESH EGGS SINCE 1939
Registration Number:	1237533	THE GOOD EGG PEOPLE
Registration Number:	4223390	THE GREAT EGG PEOPLE
Registration Number:	3309582	VITA-D
Registration Number:	4189782	WHITE RIVER VALLEY
Serial Number:	85659157	RAF
Serial Number:	85661842	RAF SUSTAINABLE FARMING
Serial Number:	85618228	RAF SUSTAINABLE FARMING
Serial Number:	85618244	· ROSE ACRE FARMS · SUSTAINABLE AGRICULT

CORRESPONDENCE DATA

Fax Number: 6785532602

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

Phone: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.013100
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	04/19/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of April 19, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH (“*Rabobank*”), in its capacity as administrative agent (together with its permitted successors and assigns, “*Administrative Agent*”) for the Secured Parties.

WITNESSETH:

WHEREAS, Rose Acre Farms, Inc., an Indiana corporation, as borrower (“*Borrower*”), the various financial institutions party thereto as a lender (each a “*Lender*”, and collectively, the “*Lenders*”), and Administrative Agent have entered into that certain Second Amended and Restated Credit Agreement dated as of April 19, 2013 (as amended, restated, supplemented, extended, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrower and the other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of April 19, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants, collaterally assigns, and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “*Trademark Collateral*”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, other than Excluded Swap Obligations with respect to any Grantor, 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 Administrative Agent, the Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks ownership of any new U.S. applications for registration of and registered trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights registered or applied for trademarks of Grantors. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be

necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

GRANTOR:

ROSE ACRE FARMS, INC., an Indiana corporation

By: 

Name: Marcus Rust

Title: Chief Executive Officer

By: 

Name: Linda Starr

Title: Secretary

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent

By: 
Name: _____
Title: Michalene Donegan
Executive Director

By: 
Name: _____
Title: Chris Grimes
Executive Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT**Trademark Registrations**

Grantor	Country	Mark	Registration No.	Registration Date
Rose Acre Farms, Inc.	U.S.A.	COUNTRY DAYBREAK and Design	1,644,519	5/14/1991
Rose Acre Farms, Inc.	U.S.A.	EGG PROTEINS INEDIBLE EGG PRODUCT and Design	2,480,318	8/21/2001
Rose Acre Farms, Inc.	U.S.A.	ENVIRO-CAL	4,016,657	8/23/2011
Rose Acre Farms, Inc.	U.S.A.	ENVIRO-CAL and Design	4,016,658	8/23/2011
Rose Acre Farms, Inc.	U.S.A.	EQUAL-CAL	4,016,664	8/23/2011
Rose Acre Farms, Inc.	U.S.A.	EQUAL-CAL and Design	4,016,659	8/23/2011
Rose Acre Farms, Inc.	U.S.A.	GOLDEN PREMIUM	3,564,083	1/20/2009
Rose Acre Farms, Inc.	U.S.A.	GOOD EGG	3,357,896	12/18/2007
Rose Acre Farms, Inc.	U.S.A.	GOODEGG.COM and Design	2,508,050	11/13/2001
Rose Acre Farms, Inc.	U.S.A.	GREAT EGGS and Design	3,361,744	1/1/2008
Rose Acre Farms, Inc.	U.S.A.	Miscellaneous Design (egg and sunburst)	3,227,961	4/10/2007
Rose Acre Farms, Inc.	U.S.A.	REPLENISH	2,442,071	4/10/2001
Rose Acre Farms, Inc.	U.S.A.	ROSE ACRE FARMS	1,238,626	5/17/1993
Rose Acre Farms, Inc.	U.S.A.	ROSE ACRE FARM FRESH EGGS SINCE 1939 and Design	2,319,590	2/15/2000
Rose Acre Farms, Inc.	U.S.A.	THE GOOD EGG PEOPLE	1,237,533	5/10/1983
Rose Acre Farms, Inc.	U.S.A.	THE GREAT EGG PEOPLE	4,223,390	10/9/2012
Rose Acre Farms, Inc.	U.S.A.	VITA-D	3,309,582	10/9/2007
Rose Acre Farms, Inc.	U.S.A.	WHITE RIVER VALLEY	4,189,782	08/14/2012

Schedule I to Trademark Security Agreement

Trademark Applications

Grantor	Country	Trademark Application	Application No.	Application Filing Date
Rose Acre Farms, Inc.	U.S.A.	CAGE FREED	85/807,289	12/20/2012
Rose Acre Farms, Inc.	U.S.A.	RAF and Design	85/659,157	6/22/2012
Rose Acre Farms, Inc.	U.S.A.	RAF SUSTAINABLE FARMING (egg and sunburst with banner)	85/661,842	6/26/2012
Rose Acre Farms, Inc.	U.S.A.	RAF SUSTAINABLE FARMING and Design (leaf and rooster)	85/618,228	5/7/2012
Rose Acre Farms, Inc.	U.S.A.	ROSE ACRE CAGE-FREE'D FARM FRESH SINCE 1939 and Design	85/814,725	1/3/2013
Rose Acre Farms, Inc.	U.S.A.	ROSE ACRE FARMS SUSTAINABLE AGRICULTURE and Design	85/618,244	5/7/2012