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
S.B. PHILLIPS LLC		10/15/2013	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	FCC, LLC
Street Address:	3350 Riverwood Parkway
Internal Address:	Suite 1750
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4010168	PHILLIPS
Registration Number:	4071290	PHILLIPS

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Finance Paralegal
Address Line 1:   1180 Peachtree Street
Address Line 2:   King & Spalding LLP
Address Line 4:   Atlanta, GEORGIA   30309-3521

ATTORNEY DOCKET NUMBER:	FCC/PHILLIPS-21075.015002
NAME OF SUBMITTER:	Carol Fraser

4010168 $65.00   CH

TRADEMARK

Signature:	//Carol Fraser//
Date:	10/15/2013

Total Attachments: 5
source=SB Phillips Trademark Security Agreement#page1.tif
source=SB Phillips Trademark Security Agreement#page2.tif
source=SB Phillips Trademark Security Agreement#page3.tif
source=SB Phillips Trademark Security Agreement#page4.tif
source=SB Phillips Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of October, 2013, by and among **S.B. PHILLIPS LLC**, a Maryland limited liability company ("Grantor") and **FCC, LLC d/b/a FIRST CAPITAL** ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Phillips Foods, Inc. ("Phillips Foods"), Phillips Fresh Foods, LLC (together with Phillips Foods, collectively, the "Borrowers") and Lender, Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor is a party to that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which it and the other guarantors named therein have guaranteed the repayment and performance of the Obligations (as defined therein) of Borrowers; and

WHEREAS, pursuant to the Loan Agreement and the Guaranty and Security Agreement, Grantor is required to execute and deliver to Lender 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, 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 Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2.   GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 referred to on Schedule I;

(b)   all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(c)   all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any 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 license.

3.   SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor. This Trademark Security Agreement and the Security Interest created hereby shall be terminated and released upon the Release Conditions being met.

4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and 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 Loan Agreement, the Loan Agreement shall control. 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. <u>COUNTERPARTS</u>. 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.

6. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. 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 15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[remainder of page intentionally left blank]

2

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.
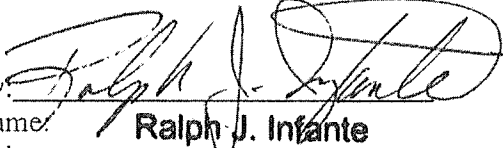
GRANTOR: **S.B. PHILLIPS LLC**

By: _Stephen B. Phillips_

Name: _Stephen B. Phillips_

Title: _CEO_

LENDER:

ACCEPTED AND ACKNOWLEDGED
BY:

FCC, LLC d/b/a FIRST CAPITAL

By:
Name: Ralph J. Infante
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Registration No. 4,010,168 for the PHILLIPS; and

U.S. Registration No. 4,071,290 for the   logo

Trade Names

None