

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT														
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Entity type of assignee FCC, LLC previously recorded on Reel 005131 Frame 0666. Assignor(s) hereby confirms the Trademark Security Agreement.														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 30%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>S. B. PHILLIPS LLC</td> <td></td> <td>10/15/2013</td> <td>LIMITED LIABILITY COMPANY: MARYLAND</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	S. B. PHILLIPS LLC		10/15/2013	LIMITED LIABILITY COMPANY: MARYLAND						
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RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>FCC, LLC</td> </tr> <tr> <td>Street Address:</td> <td>3350 Riverwood Parkway</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1750</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30339</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: FLORIDA</td> </tr> </table>		Name:	FCC, LLC	Street Address:	3350 Riverwood Parkway	Internal Address:	Suite 1750	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30339	Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA
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Street Address:	3350 Riverwood Parkway														
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Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA														
PROPERTY NUMBERS Total: 2															
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CORRESPONDENCE DATA															
Fax Number: 4045725100 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> 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/PHILIPS.21075.015002														

CH \$65.00 4010168

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/22/2013
Total Attachments: 9 source=Corrective trademark filing#page1.tif source=Corrective trademark filing#page2.tif source=Corrective trademark filing#page3.tif source=Corrective trademark filing#page4.tif source=Corrective trademark filing#page5.tif source=Corrective trademark filing#page6.tif source=Corrective trademark filing#page7.tif source=Corrective trademark filing#page8.tif source=Corrective trademark filing#page9.tif	

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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			
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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		

CH \$65.00 4010168

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").

WITNESSETH:

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. SECURITY AGREEMENT. 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. 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.

6. 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 15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[remainder of page intentionally left blank]

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