

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
PHILLIPS FOODS, INC.		10/15/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	FCC, LLC
Doing Business As:	FIRST CAPITAL
Street Address:	3350 Riverwood Parkway
Internal Address:	Suite 1750
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	77550134	BOARDWALK
Serial Number:	78967888	PHILLIPS
Serial Number:	75375026	CRAB SLAMMERS
Serial Number:	78704065	ASIAN RHYTHMS
Serial Number:	76977966	OCEAN RHYTHMS
Serial Number:	78707555	ASIAN RHYTHMS
Serial Number:	77150938	CRABOLOGY 101
Serial Number:	77002648	
Serial Number:	77150778	TASTE THE CULTURE
Serial Number:	77366598	CULINARY CRAB
Serial Number:	77360287	STEAMER CREATIONS
Serial Number:	77373263	COASTAL CRAB CAKE
Serial Number:	77465793	BIG TASTE. LITTLE EFFORT.

TRADEMARK

Serial Number:	77518311	MAX & STEVE'S
Serial Number:	77591335	SHARE YOUR GOOD TASTE
Serial Number:	77518298	BUFFALO BLEU
Serial Number:	77595367	STEVE PHILLIPS WORLD CUISINES
Serial Number:	77737706	PREMIUM CATCH
Serial Number:	77770333	CULINARY JUMBO
Serial Number:	77863207	SEA WINGS
Serial Number:	85086844	CRAB CRUNCHERS
Serial Number:	85155374	EVERYDAY CRAB CAKE

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

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of October, 2013, by and among PHILLIPS FOODS, INC., a Maryland corporation ("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 Grantor, Phillips Fresh Foods, LLC (together with Grantor, 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; and

WHEREAS, pursuant to the Loan 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 and trademark 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 license; 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.

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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. 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, 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall promptly notify Lender of any newly registered trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Lender'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.

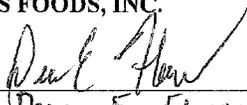
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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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:

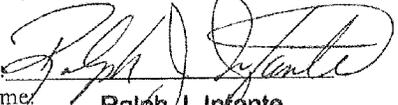
PHILLIPS FOODS, INC.

By: 
Name: Paul E Flowers
Title: CEO

LENDER:

ACCEPTED AND ACKNOWLEDGED
BY:

FCC, LLC d/b/a FIRST CAPITAL

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

TRADEMARK SECURITY AGREEMENT – PHILLIPS FOODS

SCHEDULE I
TRADEMARK SECURITY AGREEMENT
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Trademark Registrations/Applications

SGRT NO.	COUNTRY	MARK	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	CLASSES
2235.0010000	U.S.A.	BOARDWALK	Registered	77/550134	08/19/2008	3572575	02/10/2009	29 - crabcakes
2235.0040002	U.S.A.	PHILLIPS	Registered	78/967,888	05/05/2009	4172133	07/10/2012	30 - frozen / refrigerated prepared entrees consisting primarily of pasta or rice; frozen / refrigerated prepared side dishes consisting primarily of pasta or rice
2235.010000	U.S.A.	CRAB SLAMMERS	Registered Renewed 2009	75/375026	10/17/1997	2270287	08/17/1999	29 - seafood, namely a crab based appetizer
2235.0150000	U.S.A.	ASIAN RHYTHMS	Registered	78/704065	08/31/2005	3412911	04/15/2008	29, 30 - frozen prepared entrees and appetizers consisting primarily of seafood, meat or vegetables; soups
2235.0170001	U.S.A.	OCEAN RHYTHMS	Registered	76/977966	01/12/2004	3086007	04/25/2006	29 - Pasteurized canned crab meat
2235.0350000	U.S.A.	ASIAN RHYTHMS Logo	Registered	78/707555	09/06/2005	3412917	04/15/2008	29, 30 - frozen prepared entrees and appetizers consisting primarily of seafood, meat or vegetables; soups
								
2235.0380000	U.S.A.	CRABOLOGY 101	Registered	77/150938	04/06/2007	3510631	04/06/2008	41 - educational services, namely conducting seminars on the topic of seafood, namely the selection, grading, processing, safe handling, preparation, cooking and storage of seafood
2235.0460000	U.S.A.	Trade Dress for Black Color (Black Can)	Registered	77/002648	09/19/2006	3629229	06/02/2009	29 - pasteurized, processed, canned crab meat
2235.048VE00	Venezuela	MAJESTIC BLUE	Pending	22025-2006	09/28/2006			29
2235.0500000	U.S.A.	TASTE THE CULTURE	Registered	77/150778	04/06/2007	3499685	09/09/2008	29, 30 - frozen prepared entrees, dishes, appetizers consisting primarily of meat, fish, seafood, poultry or vegetables; soups; frozen prepared dishes consisting primarily of rice or pasta
2235.0550000	U.S.A.	CULINARY CRAB	Registered	77/366598	01/08/2008	3640594	06/16/2009	29 - crabmeat
2235.0570000	U.S.A.	STEAMER CREATIONS	Registered	77/360,287	12/27/2007	3803625	06/15/2010	29 - frozen entrees consisting primarily of seafood
2235.057EM00	European Community	STEAMER CREATIONS	Registered	007032345	07/02/2008	007032345	04/20/2009	29, 30 - frozen entrees consisting primarily of seafood
2235.0580000	U.S.A.	COASTAL CRAB CAKE	Registered	77/373,263	01/16/2008	3480504	08/05/2008	29 - crabcakes

SKOP NO.	COUNTRY	MARK	STATUS	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	CLASSES
2235.0620000	U.S.A.	BIG TASTE. LITTLE EFFORT	Registered	77/465,793	05/05/2008	3835631	08/17/2010	29, 30 - frozen prepared entrees, dishes, appetizers consisting primarily of seafood; soups, bisques and chowders
2235.064000	U.S.A.	MAX & STEVE'S	Registered	77/518,311	07/09/2008	4012809	08/16/2011	29 - dips
2235.0650000	U.S.A.	SHARE YOUR GOOD TASTE	Registered	77/591,335	10/13/2008	4023112	09/06/2011	29 - dips
2235.0660000	U.S.A.	BUFFALO BLEU	Response to Office Action filed 09/09/2011	77/518,298	07/09/2008			29 - crabcakes
2235.0680000	U.S.A.	STEVE PHILLIPS WORLD CUISINES	Registered	77/595367	10/17/2008	4060356	11/22/2011	30 - for sauces only
2235.0720000	U.S.A.	PREMIUM CATCH	Registered	77/737706	05/15/2009	3971122	05/31/2011	29 - seafood; fish, frozen prepared entrees, dishes, appetizers consisting primarily of seafood
2235.0730000	U.S.A.	CULINARY JUMBO	Registered	77/770,333	06/29/2009	3945088	04/12/2011	29 - crabmeal
2235.0740000	U.S.A.	SEA WINGS (Sea Wings)	Registered	77/863207	11/02/2009	3945366	04/12/2011	29 - crabmeal
2235.0770000	U.S.A.	CRAB CRUNCHERS	Registered	85/086844	07/16/2010	3999638	07/19/2011	29 - frozen appetizers consisting primarily of crab
2235.0780000	U.S.A.	EVERYDAY CRAB CAKE	Registered	85/155374	10/18/2010	3981111	06/21/2011	29 - crabcakes

Phillips Foods
Phillips Seafood

Trade Names