

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
Groeb Farms, Inc.		09/26/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Capital Holdings 0909A, LLC		
Street Address:	c/o Peak Rock Capital		
Internal Address:	13413 Galleria Circle, Suite Q-300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3907823	GROEB FARMS INC.	
Registration Number:	3907825	GROEB FARMS, INC.	
Registration Number:	3061871	SUPERIOR HONEY	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	14214-13 (HS)		

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	11/26/2013
Total Attachments: 4 source=Groeb Farms - Trademark Security Agmt (Executed)_(28006157_1)#page1.tif source=Groeb Farms - Trademark Security Agmt (Executed)_(28006157_1)#page2.tif source=Groeb Farms - Trademark Security Agmt (Executed)_(28006157_1)#page3.tif source=Groeb Farms - Trademark Security Agmt (Executed)_(28006157_1)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of September 26, 2013 by Groeb Farms, Inc. ("Borrower"), in favor of HC Capital Holdings 0909A, LLC ("Lender ").

W I T N E S S E T H:

WHEREAS, the Borrower and Lender are parties to that certain Credit and Security Agreement dated as of January 30, 2012 with the Credit Agreement (as amended) (the "Credit Agreement") pursuant to which Borrower is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Credit Agreement, Borrower hereby agrees with Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Borrower hereby pledges and grants to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Borrower (collectively, the "Trademark Collateral"):

(a) the Trademarks of Borrower listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

For the avoidance of doubt, the Trademark Collateral shall not include, and nothing in this Trademark Security Agreement shall be deemed to grant a lien on or security interest in, any intent-to-use trademark application until such time, if any, as a Statement of Use or an Amendment to Allege Use has been filed and accepted by the U.S. Patent and Trademark Office.

SECTION 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement, and Borrower 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 Credit Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Groeb Farms, Inc.


By:



Name: Jack M. Irvin, Jr.
Title: Vice-President, Chief
Financial Officer and Secretary

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
	3907823	01/18/11
GROEB FARMS, INC.	3907825	01/18/11
SUPERIOR HONEY	3061871	02/28/06