

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298782

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|------------------------------|
| B&E Poultry, Inc. | | 03/20/2014 | CORPORATION: PENNSYLVANIA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Fulton Bank, N.A. |
| Street Address: | One Penn Square |
| City: | Lancaster |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 17602 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------|----------|--|
| Serial Number: | 85700417 | FAMILIES FEEDING FAMILIES SINCE THE 1890 |
| Serial Number: | 85549219 | SIA |
| Serial Number: | 85851388 | FRESH FREEZE |
| Serial Number: | 76641313 | LOVE ME TENDER |
| Serial Number: | 76708813 | TIME SAVERS |
| Serial Number: | 76707372 | |
| Serial Number: | 76641318 | JUICY, NOT JUICED |
| Serial Number: | 73645546 | |
| Serial Number: | 73645496 | BELL & EVANS |
| Serial Number: | 73612681 | |
| Serial Number: | 71620923 | |

CORRESPONDENCE DATA

Fax Number: 7172388623

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

Phone: 717 237 6702

Email: kgold@rhoads-sinon.com

Correspondent Name: Kevin M. Gold

Address Line 1: One South Market Square, PO Box 1146

Address Line 2: 12th Floor

TRADEMARK

Address Line 4: Harrisburg, PENNSYLVANIA 17108-1146

ATTORNEY DOCKET NUMBER: 10895/5

NAME OF SUBMITTER: Kevin M. Gold

SIGNATURE: /kmg/

DATE SIGNED: 03/21/2014

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (as may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of March 20, 2014 by and from B&E POULTRY, INC., a Pennsylvania corporation (the "Grantor"), to and in favor of FULTON BANK, N.A. (the "Grantee").

RECITALS

WHEREAS, Sechler Family Foods, Inc., a Pennsylvania corporation (the "Borrower"), has entered into that certain Loan Agreement with Grantee of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), whereby Grantee has agreed to extend to the Borrower certain loans (each a "Loan" and, together, the "Loans") in accordance with the terms and conditions thereof;

WHEREAS, Grantor is a subsidiary of Borrower and, to induce Grantee to enter into the Loan Agreement with the Borrower and extend the Loans to the Borrower, the Grantor has entered into that certain Trademark Security Agreement in favor of the Grantee as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"); and

WHEREAS, Pursuant to the terms of the Trademark Security Agreement, the Grantor has granted to the Grantee, for the benefit of the Grantee, a security interest in all of Grantor's right, title, and interest in, to and under all presently owned or hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owed to Grantee by Borrower pursuant to the Loan Agreement and any other Loan Documents.

NOW, THEREFORE, In consideration of the mutual agreements set forth herein and in the Loan Agreement and the Trademark Security Agreement, the Grantor hereby grants to the Grantee, for the benefit of the Grantee, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, sections (a) through (c) are hereinafter referred to as the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, all registrations and recordings thereof, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or political subdivision thereof, including, without limitation, each trademark and trademark application referred to on Exhibit I(a) annexed hereto (each item on Exhibit I(a) a "Trademark" and, together, the "Trademarks"), together with any reissues, continuations, or extensions thereof, and all of the goodwill of the business connected with the use of, or symbolized by, each of the foregoing;

(b) all trademark licenses, including, without limitation, each trademark license on Exhibit I(b) annexed hereto (each a "Trademark License" and, together, the "Trademark Licenses") and all goodwill associated therewith; and


(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark.

This Confirmatory Grant is granted in conjunction with the security interest granted to the Grantee pursuant to the Trademark Security Agreement and is in all respects subject to the terms and limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted herein are more fully set forth in and are subject in all respects to the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Confirmatory Grant and the Trademark Security Agreement, the terms of the Trademark Security Agreement shall govern.

This Confirmatory Grant shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:
B&E POULTRY, INC.

By: 
Scott I. Sechler, President

ACCEPTED AND ACKNOWLEDGED BY:

GRANTEE:
FULTON BANK, N.A.







By: 
Steven P. Ulrich, Vice President

EXHIBIT I(a)

US Trademarks

| NO. | Mark | Serial No. | Reg. No. | Date Filed | Reg. Date |
|------------|---|-------------------|-----------------|----------------------|-----------------------|
| 1. | Families Feeding Families Since the 1890s | 85700417 | 4316727 | August 10, 2012 | April 09, 2013 |
| 2. |  | 85549219 | 4336011 | February 22, 2012 | May 14, 2013 |
| 3. |  | 85851388 | | February 15, 2013 | |
| 4. | LOVE ME TENDER | 76641313 | 3382372 | June 21, 2005 | February 12, 2008 |
| 5. | TIME SAVERS | 76708813 | 4206137 | August 22, 2011 | September 11, 2012 |
| 6. |  | 76707372 | 4081578 | April 25, 2011 | January 10, 2012 |
| 7. | JUICY, NOT JUICED | 76641318 | 3275884 | June 21, 2005 | August 07, 2007 |
| 8. |  | 73645546 | 1474328 | February 19, 1987 | January 26, 1988 |
| 9. | BELL & EVANS | 73645496 | 1473359 | February 19, 1987 | January 19, 1988 |

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|-----|---|----------|---------|---------------------|------------------|
| 10. |  | 73612681 | 1444306 | August 4, 1986 | June 23, 1987 |
| 11. |  | 71620923 | 0562032 | November 6, 1951 | July 22, 1952 |

State Trademarks

| NO. | Mark/Design | State | Reg No. | Application No. | Issue Date |
|-----|--------------------|---------------|-----------|-----------------|----------------------|
| 1. | FARMER BOY DESIGN | Ohio | | 11430 | June 12, 1986 |
| 2. | FARMERS BOY DESIGN | New York | R28327 | | June 13, 1996 |
| 3. | FARMERS BOY DESIGN | New York | R30736 | R23842 | June 13, 1986 |
| 4. | FARMERS BOY DESIGN | Pennsylvania | 920062 | | May 19, 1986 |
| 5. | FARMERS PRIDE | Connecticut | 6608 | 6608 | June 26, 1986 |
| 6. | FARMERS PRIDE | Delaware | 16968 | | July 28, 1986 |
| 7. | FARMERS PRIDE | Maryland | 199600035 | | June 19, 1986 |
| 8. | FARMERS PRIDE | Massachusetts | 38609 | | June 24, 1986 |
| 9. | FARMERS PRIDE | Michigan | M83075 | | December 17, 1991 |
| 10. | FARMERS PRIDE | New Jersey | 5447 | | November 12, 1991 |
| 11. | FARMERS PRIDE | New York | R30737 | R23843 | June 13, 1986 |
| 12. | FARMERS PRIDE | Pennsylvania | 920061 | | May 19, 1986 |
| 13. | FARMERS PRIDE | Rhode Island | 86613 | | June 30, 1986 |

| NO. | Mark/Design | State | Reg No. | Application No. | Issue Date |
|------------|----------------------|---------------|----------------|------------------------|-------------------|
| 14. | FARMERS PRIDE | Virginia | 3971 | | June 18, 1986 |
| 15. | FARMERS PRIDE | West Virginia | 1006011 | | August 12, 1986 |
| 16. | FARMERS PRIDE DESIGN | Ohio | | 13469 | May 2, 1991 |

EXHIBIT I(b)

Trademark Licenses

Name of Agreement

Parties

Date