

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klement Sausage Co., Inc.		05/02/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1225 17th Street		
Internal Address:	Suite 2850		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80206		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3684763	BACKYARD BRATWURST	
Registration Number:	1142727	KLEMENTSKLEMENT'S	
CORRESPONDENCE DATA			
Fax Number:	3033225800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3033947211		
Email:	kchambers@ckbrlaw.com		
Correspondent Name:	Kris Chambers		
Address Line 1:	270 St. Paul Street		
Address Line 2:	Suite 200		
Address Line 4:	Denver, COLORADO 80206		
NAME OF SUBMITTER:	Kris Chambers		
SIGNATURE:	/s/		
DATE SIGNED:	05/21/2014		
Total Attachments: 7			
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**GRANT OF
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of May 2, 2014 by and among KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership (each a "**Grantor**" and collectively, "**Grantor**", as the context may require), and FIFTH THIRD BANK, in its capacity as Agent (the "Agent") for the Lenders referred to below, each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of May 2, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among KLEMENT SAUSAGE CO., INC., a Wisconsin corporation, and KLEMENT COMPANY LIMITED PARTNERSHIP, a Wisconsin limited partnership (each a "**Pledgor**" and collectively, "**Pledgor**", as the context may require), each of the other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of May 2, 2014 by and among the Pledgor (as Borrowers within the Credit Agreement), the Grantor (as Borrowers within the Credit Agreement), each of the other Borrowers and Guarantors (as defined therein), the "Lenders" (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrower, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor's Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

[Remainder of the page intentionally left blank - Signature page follows.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

KSC FOODS, INC.


By: 
Name: Tim Bruer
Title: President and Chief Executive Officer

KLEMENT SAUSAGE CO., INC.

By: 
Name: Tim Bruer
Title: President


KSC FOODS, LLC

By: KSC Foods, Inc., its sole member

By: 
Name: Tim Bruer
Title: President and Chief Executive Officer

KLEMENT COMPANY LIMITED
PARTNERSHIP

By: KSC Foods, Inc., its general partner


By: 
Name: Tim Bruer
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS]

TRADEMARK
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AGENT:

FIFTH THIRD BANK, as Agent

By: 
Name: *Marc Crade*
Title: *Vice President*

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS]

TRADEMARK
REEL: 005284 FRAME: 0764

SCHEDULE A
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

1. Patents:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None.			


2. Patent Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None.			

**SCHEDULE B
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks and Service Marks:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Country(ies) of Registration / Registration Office(s)</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Klement Sausage Co., Inc.	BACKYARD BRATWURST	US	3,684,763	September 22, 2009
Klement Sausage Co., Inc.	KLEMENT'S and Design 	US	1,142,727	December 9, 1980 Renewed: 02/22/2011
Klement Sausage Co., Inc. & Klement Company Limited Partnership	GRILLAX	Unregistered common law trademark	N/A	N/A

2. Trademark and Service Mark Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None.			

**SCHEDULE C
TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE
MARKS AND COPYRIGHTS**

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

1. Copyrights:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None.			

2. Copyright Applications:

<u>Exact Legal Name of Owner</u>	<u>Description of Intellectual Property</u>	<u>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
None.			