

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interra Food Marketing, LLC		06/09/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	4720 Piedmont Row Drive, Suite 300		
Internal Address:	One Piedmont Town Center		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3948966	RIVEREDGE FARMS	
Registration Number:	3948967	RIVEREDGE FARMS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	031558-280		
NAME OF SUBMITTER:	Ellen A. Rubel		
SIGNATURE:	/Ellen A. Rubel/		
DATE SIGNED:	06/20/2014		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Revolving Credit and Security Agreement dated as of June 9, 2014 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") by and among the undersigned (the "Grantor"), the other entities party thereto as borrowers (together with the Grantor, the "Borrowers"), and PNC Bank, National Association, as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
	See <u>Schedule A</u> attached hereto.	


TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See <u>Schedule A</u> attached hereto.	

The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA FOOD MARKETING, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: William Green
Title: Vice President

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

The Grantor and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as a sale or assignment of any trademark or trademark application.

Very truly yours,

INTERRA FOOD MARKETING, LLC,
a Delaware limited liability company, as Grantor

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: D. Allison Rivera
Name: D. Allison Rivera
Title: VP

Schedule A

**Interra Food Marketing, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
RIVEREDGE FARMS and Design	3948966	4/19/11
RIVEREDGE FARMS	3948967	4/19/11