

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HICKMAN'S EGG RANCH, INC.		06/20/2014	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	TRIANGLE CAPITAL CORPORATION		
Street Address:	3700 GLENWOOD AVENUE, SUITE 530		
City:	RALEIGH		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4142601	THE FARMS CHOICE	
Registration Number:	3857745	HICKMAN'S BEST OMEGGA	
Registration Number:	3504248	HUEVOLUTION	
Registration Number:	3498284	UN COOPED	
Registration Number:	3471330	UNCOOPED EGGS LAID BY CAGE FREE HENS	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.151		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	06/24/2014		
Total Attachments: 6			

OP \$140.00 4142601

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JUNE 20, 2014 IN FAVOR OF RABO AGRIFINANCE, INC., AS AGENT, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

**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 June 20, 2014 by and among HICKMAN'S EGG RANCH, INC., an Arizona Corporation, ("Grantor"), and TRIANGLE CAPITAL CORPORATION, a Maryland corporation, (as "Collateral Agent" for the Lenders described below), each of which are parties to that certain Loan and Security Agreement dated as of June 20, 2014 by and among Grantor, each of the other Borrowers and Guarantors (as defined therein), the "Lenders" (as defined therein) and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Collateral 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 Collateral Agent in the Grantor's Marks (as defined in the Loan Agreement); and

WHEREAS, in connection with the Loan 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 Loan Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Loan Agreement, the Grantor hereby grants to and creates in favor of the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in and to all of the Grantor's Marks (including, without limitation, those items listed on Schedule A 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. Upon termination of all of the commitments of the Lenders under the Loan Agreement and payment in full of the Liabilities (as defined in the Loan Agreement), Collateral Agent will execute and cause to be recorded with the United States Patent and Trademark Office and the United States Copyright Office such documents or instruments reasonably necessary to release and terminate the security interest granted in this Agreement.

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 Collateral Agent, for the benefit of the Collateral Agent and the Lenders, in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Collateral Agent 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 Collateral Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan 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.

[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.

GRANTOR:

HICKMAN'S EGG RANCH, INC.
An Arizona corporation

By 
Its 

*[TCAP/Hickmans - Signature page to Grant Of Security Interest in
Patents, Trademarks, Service Marks And Copyrights]*

COLLATERAL AGENT:

TRIANGLE CAPITAL CORPORATION
A Maryland Corporation


By Jeff Dombek
Its Managing Director

*[TCAP/Hickmans - Signature page to Grant Of Security Interest in
Patents, Trademarks, Service Marks And Copyrights]*

SCHEDULE A
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>Application or Registration Number(s)</u>	<u>Application or Registration Date(s)</u>
Hickman's Egg Ranch, Inc.	THE FARMS CHOICE (Trademark – standard character mark)	4142601	May 15, 2012
Hickman's Egg Ranch, Inc.	HICKMAN'S BEST OMEGGA (Trademark – standard character mark)	3857745	October 5, 2010
Hickman's Egg Ranch, Inc.	HUEVOLUTION (Trademark – standard character mark)	3504248	September 23, 2008
Hickman's Egg Ranch, Inc.	UN COOPED (Trademark – standard character mark)	3498284	September 9, 2008
Hickman's Egg Ranch, Inc.	UNCOOPED EGGS LAID BY CAGE FREE HENS (Trademark – Words and Design)	3471330	July 22, 2008
Hickman's Egg Ranch, Incorporated	HICKMAN'S (Trademark – Words only)	23669	August 15, 1985 (Begin Date)
Hickman's Egg Ranch, Inc.	HICKMAN'S FARM FRESH (Trade Name - AZ)	565827	December 3, 1987

Hickman's Egg Ranch, Inc.	HUEVOLUTION (Trade Name - AZ)	565825	June 30, 2007
Hickman's Egg Ranch, Inc.	THE FARM'S CHOICE (Trade Name - AZ)	565826	August 3, 2010
Hickman's Egg Ranch, Inc.	HICKMAN'S EGGS (Trade Name - AZ)	189392	February 6, 2008 (Begin date)
Hickman's Egg Ranch, Inc.	EL CENTRO FOOD DISTRIBUTORS (Trade Name - AZ)	470658	August 15, 2009