

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM311530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Niman Ranch, Inc.		07/22/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Capital LLC		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628416	FEARLESS	
<b>Registration Number:</b>	4092523	NATURAL FOOD HOLDINGS	
<b>Registration Number:</b>	4124260	NATURAL FOOD HOLDINGS	
<b>Registration Number:</b>	3186922	NIMAN RANCH	
<b>Serial Number:</b>	85246708	NIMAN RANCH	
<b>Serial Number:</b>	85246712	NIMAN RANCH	
<b>Registration Number:</b>	2612904	NIMAN RANCH	
<b>Serial Number:</b>	85246768	NIMAN RANCH	
<b>Serial Number:</b>	85980613	NIMAN RANCH	
<b>Registration Number:</b>	2794554	NIMAN RANCH N	
<b>Serial Number:</b>	85246716	NIMAN RANCH N	
<b>Serial Number:</b>	85246759	NIMAN RANCH N	
<b>Serial Number:</b>	85246813	NIMAN RANCH N	
<b>Serial Number:</b>	85980615	NIMAN RANCH N	
<b>Serial Number:</b>	85246740	RAISED WITH CARE	
<b>Serial Number:</b>	85246815	RAISED WITH CARE	
<b>Registration Number:</b>	3138302	RAISED WITH CARE	
<b>Serial Number:</b>	85246801	RAISED WITH CARE	
<b>Serial Number:</b>	85980614	RAISED WITH CARE	
<b>TRADEMARK</b>			

OP \$590.00 2628416

Property Type	Number	Word Mark
Serial Number:	85246737	THE FINEST TASTING MEAT IN THE WORLD
Serial Number:	85246816	THE FINEST TASTING MEAT IN THE WORLD
Serial Number:	85246807	THE FINEST TASTING MEAT IN THE WORLD
Registration Number:	4496307	THE FINEST TASTING MEAT IN THE WORLD

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 202 663-7271

**Email:** thomas.brooke@hklaw.com, ptdocketing@hklaw.com

**Correspondent Name:** Thomas W. Brooke, Holland & Knight LLP

**Address Line 1:** 800 17th Street, NW

**Address Line 2:** Suite 1100

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	112235/10
<b>NAME OF SUBMITTER:</b>	Thomas W. Brooke
<b>SIGNATURE:</b>	/Thomas W. Brooke/
<b>DATE SIGNED:</b>	07/23/2014

**Total Attachments: 9**

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source=[Niman Ranch] Trademark Security Agreement (Niman Ranch)#page2.tif  
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source=[Niman Ranch] Trademark Security Agreement (Niman Ranch)#page9.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 22nd day of July, 2014, by NIMAN RANCH, INC., an California corporation ("**Grantor**"), in favor of ING CAPITAL LLC, a Delaware limited liability company, in its capacity as agent under the Loan Agreement described below ("**Agent**") with an office at 1325 Avenue of the Americas, New York, New York 10019, Attention: Chief Credit Officer:

### W I T N E S S E T H

WHEREAS, Sioux-Preme Packing Co. ("**Sioux-Preme**"), Niman Ranch, Inc., a California corporation ("**Niman**" and together with Sioux-Preme, the "**Borrowers**"), certain Affiliates of the Borrowers, Agent and the Lenders party thereto are parties to a certain Loan and Security Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Agent, on behalf of Lenders, of a security interest in all of Grantor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of all Loans now or in the future made by Agent and Lenders to Borrowers and for the payment or other satisfaction of all other Liabilities, Grantor hereby grants to Agent, on behalf of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with, and accepted by the United States Patent and Trademark Office with respect to such applications) in connection therewith, in the United States Patent and Trademark Office or in any similar office of agency of the United States, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under

or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks. Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any Excluded Property.

3. Warranties and Representations. Grantor warrants and represents to Agent that:

(i) no registered Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each registered Trademark, free and clear of any liens, charges and encumbrances (except for Permitted Liens), including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. To the extent that failure to do so would result in a Material Adverse Effect, Grantor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations that survive the termination of the Financing Agreements) or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such federally registered Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Grantor agrees that upon the occurrence of and during the continuance of an Event of Default, the use by Agent or any Lender of all Trademarks shall be without any liability for royalties or other related charges from Agent or any Lender to Grantor.

7. Product Quality. To the extent that failure to do so would result in a Material Adverse Effect, Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities (other than contingent indemnification obligations that survive the termination of the Financing Agreements) and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Duties of Grantor. To the extent that failure to do so would result in a Material Adverse Effect, Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until the Liabilities (other than contingent indemnification obligations that survive the termination of the Financing Agreements) shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 9 shall be borne by Grantor.

10. Lender's Right to Sue. After an Event of Default has occurred and is continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent or any Lender shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's or any Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments reasonably necessary or desirable for Agent in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except such attorney's gross negligence or willful misconduct. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Iowa.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.

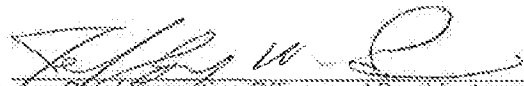
17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall

reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

NIMAN RANCH, INC., as Grantor

By:   
Title: Chief Executive Officer and President



Agreed and Accepted  
As of the Date First Written Above

ING CAPITAL LLC,  
as Agent and a Lender

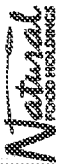



By: W. Roy Hand  
Title: Director

By: Bill Hand  
Title: AD

Address: 1325 Avenue of the Americas  
New York, New York 10019  
Attention: Chief Credit Officer

# SCHEDULE A




## U.S. TRADEMARKS

Mark	Image	Country	Owner	Class	File Date	App. No.	Reg. Date	Reg. No.	Status
FEARLESS		United States	Niman Ranch, Inc.	29	10/29/2001	78090637	10/01/2002	2628416	Registered
NATURAL FOOD HOLDINGS		United States	Niman Ranch, Inc.	29	03/04/2011	85258643	01/24/2012	4092523	Registered
NATURAL FOOD HOLDINGS Logo		United States	Niman Ranch, Inc.	29	03/04/2011	85258639	04/10/2012	4124260	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	35	02/06/2006	78808365	12/19/2006	3186922	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	30	02/18/2011	85246708			Allowed
NIMAN RANCH		United States	Niman Ranch, Inc.	35	02/18/2011	85246712			Allowed
NIMAN RANCH		United States	Niman Ranch, Inc.	29	10/22/2001	78089569	08/27/2002	2612904	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	29	02/18/2011	85246768			Allowed
NIMAN RANCH		United States	Niman Ranch, Inc.	29	02/18/2011	85980613			Allowed
NIMAN RANCH Circle "N" Logo I		United States	Niman Ranch, Inc.	29	10/22/2001	78089585	12/16/2003	2794554	Registered
NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	30	02/18/2011	85246716			Allowed
NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	35	02/18/2011	85246759			Allowed

TRADEMARK

REEL: 005327 FRAME: 0838

Schedule A

Mark	Image	Country	Owner	Class	File Date	App. No.	Reg. Date	Reg. No.	Status
NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	29	02/18/2011	85246813			Allowed
NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	29	02/18/2011	85980615			Allowed
NIMAN RANCH Circle N Logo III (Barn Design)		United States	Niman Ranch, Inc.						Proposed
RAISED WITH CARE		United States	Niman Ranch, Inc.	30	02/18/2011	85246740			Allowed
RAISED WITH CARE		United States	Niman Ranch, Inc.	35	02/18/2011	85246815			Allowed
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	04/08/2005	78604660	09/05/2006	3138302	Registered
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	02/18/2011	85246801			Allowed
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	02/18/2011	85980614			Allowed
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	30	02/18/2011	85246737			Allowed
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	35	02/18/2011	85246816			Allowed
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	29	02/18/2011	85246807			Allowed
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	29	02/18/2011	85980704	03/11/2014	4496307	Registered

TRADEMARK