

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prairie Grove Farms of Iowa, LLC		07/22/2014	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3129375	PRAIRIE GROVE FARMS	
Registration Number:	4322790	GREAT TASTE WITHOUT THE WORRY	
Registration Number:	4356119	PRAIRIE GROVE FARMS	
Registration Number:	4356120	PRAIRIE GROVE FARMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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		
ATTORNEY DOCKET NUMBER:	112235/10		
NAME OF SUBMITTER:	Thomas W. Brooke		
SIGNATURE:	/Thomas W. Brooke/		
DATE SIGNED:	07/24/2014		

OP \$115.00 3129375

Total Attachments: 8

source=Trademark Security Agreement (Prairie Grove)#page1.tif

source=Trademark Security Agreement (Prairie Grove)#page2.tif

source=Trademark Security Agreement (Prairie Grove)#page3.tif

source=Trademark Security Agreement (Prairie Grove)#page4.tif

source=Trademark Security Agreement (Prairie Grove)#page5.tif

source=Trademark Security Agreement (Prairie Grove)#page6.tif

source=Trademark Security Agreement (Prairie Grove)#page7.tif

source=Trademark Security Agreement (Prairie Grove)#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 22nd day of July, 2014, by PRAIRIE GROVE FARMS, LLC, an Iowa limited liability company ("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.

WITNESSETH

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 (including Grantor), 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.

PRAIRIE GROVE FARMS, LLC, as Grantor

By: 
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

ING CAPITAL LLC,
as Agent and a Lender

By: W. Kerry Hunt
Title: Director

By: Bill Faland
Title: MD

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
GREAT TASTE WITHOUT THE WORRY		United States	Prairie Grove Farms of Iowa, LLC	29	02/18/2011	85246765	04/23/2013	4322790	Registered
PRAIRIE GROVE FARMS		United States	Prairie Grove Farms of Iowa, LLC	29	08/12/2005	78691196	08/15/2006	3129375	Registered
PRAIRIE GROVE FARMS		United States	Prairie Grove Farms of Iowa, LLC	29	02/18/2011	85246803	06/25/2013	4356119	Registered
PRAIRIE GROVE FARMS and Design		United States	Prairie Grove Farms of Iowa, LLC	29	02/18/2011	85246822	06/25/2013	4356120	Registered