

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Menu Foods, Inc		10/01/2014	CORPORATION: NEW JERSEY
Simmons Foods, Inc.		10/01/2014	CORPORATION: ARKANSAS
Simmons Pet Food, Inc.		10/01/2014	CORPORATION: ARKANSAS
Simmons Prepared Foods, Inc		10/01/2014	CORPORATION: ARKANSAS
Simmons Feed Ingredients, Inc.		10/01/2014	CORPORATION: ARKANSAS
Pro*Cal, Inc.		10/01/2014	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as collateral agent
Street Address:	750 N. Saint Paul Place, Suite 1750, MAC T9263-170
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	616316	CADILLAC
Registration Number:	2445829	SIMMONS
Registration Number:	2354345	SIMMONS
Registration Number:	3560136	WAFEER
Registration Number:	3314091	HEALTHY BY DESIGN
Registration Number:	2704822	FIT & ACTIVE
Registration Number:	3463169	STRONGHEART
Registration Number:	3441569	HEALTHY BY DESIGN
Registration Number:	4574441	HUSKY
Registration Number:	4517258	POINTER
Registration Number:	4461800	TWIN PET
Registration Number:	4533682	TONY
Registration Number:	4574878	KITTY
Registration Number:	4533730	KAM

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4533729	VIGO
Registration Number:	3253193	BLUE RIBBON
Registration Number:	2228494	SAGER CREEK FARMS
Registration Number:	640432	TOWN & COUNTRY
Registration Number:	979508	MENU MAKER
Registration Number:	829553	TOWN & COUNTRY
Registration Number:	701087	TOWN & COUNTRY
Registration Number:	3765598	NO-BONES
Registration Number:	3896770	BENTO
Registration Number:	4299359	MAD
Registration Number:	4444636	MAD WYNGZ
Registration Number:	4397455	PRO*TEMP
Registration Number:	3922507	TOP TURKEY
Registration Number:	4564687	PRO*GEL
Serial Number:	86130697	VICTORY
Serial Number:	86104020	PRO*CAL

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	10/03/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of October, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of October 1, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture") by and among SIMMONS FOODS, INC., an Arkansas corporation ("Simmons Foods"), SIMMONS PET FOOD, INC., an Arkansas corporation ("Pet Food"), SIMMONS FEED INGREDIENTS, INC., an Arkansas corporation ("Feed Ingredients"), SIMMONS CUSTOM PROCESSING, INC., an Arkansas corporation ("Processing"), SIMMONS PREPARED FOODS, INC., an Arkansas corporation ("Prepared Foods"), SIMMONS ENERGY SOLUTIONS, INC., an Arkansas corporation ("Energy Solutions") and PRO*CAL, INC., an Arkansas corporation ("Pro*Cal"; and together with Simmons Foods, Pet Food, Feed Ingredients, Processing, Prepared Foods and Energy Solutions, are referred to hereinafter each individually as an "Issuer" and collectively, jointly and severally, as the "Issuers"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee, and the Collateral Agent, the Issuers issued \$415,000,000 aggregate principal amount of 7.875% Second Lien Senior Secured Notes due 2021; and

WHEREAS, the Grantors have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of October 1, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Sections 1(b) and 1(c) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest

(referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in any number of counterparts

and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

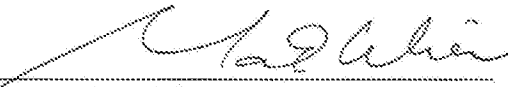
8. Notwithstanding anything herein to the contrary, the lien and Security Interest granted to the Collateral Agent herein and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 1, 2014 (as amended, modified, supplemented or replaced from time to time, the “Intercreditor Agreement”), between Wells Fargo Bank, National Association, as First Lien Agent, and Wells Fargo Bank, National Association, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

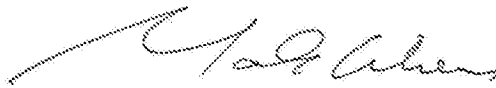
SIMMONS FOODS, INC.
an Arkansas corporation

By: 
Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer


SIMMONS PET FOOD, INC.
an Arkansas corporation

By: 
Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer

SIMMONS PREPARED FOODS, INC.
an Arkansas corporation

By: 
Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer

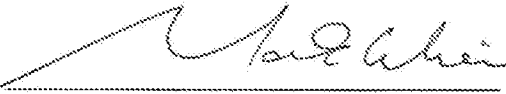
SIMMONS FEED INGREDIENTS, INC.
an Arkansas corporation

By: 
Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005374 FRAME: 0475

PRO*CAL, INC.
an Arkansas corporation

By: 

Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer

MENU FOODS, INC.
a New Jersey corporation

By: 

Name: Mark A. Wiens
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005374 FRAME: 0476

COLLATERAL AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 

Name: Patrick T. Giordano

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005374 FRAME: 0477

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration #	Trademark
Menu Foods, Inc.	0616316	Cadillac
Simmons Foods, Inc.	2445829	Simmons
Simmons Foods, Inc.	2354345	Simmons
Simmons Foods, Inc.	3560136	Wafeer
Simmons Pet Food, Inc.	3314091	Healthy by Design
Simmons Pet Food, Inc.	2704822	Fit & Active
Simmons Pet Food, Inc.	3463169	Strongheart
Simmons Pet Food, Inc.	3441569	Healthy by Design
Simmons Pet Food, Inc.	4574441	Husky
Simmons Pet Food, Inc.	4517258	Pointer
Simmons Pet Food, Inc.	4461800	Twin Pet
Simmons Pet Food, Inc.	4533682	Tony
Simmons Pet Food, Inc.	4574878	Kitty
Simmons Pet Food, Inc.	4533730	KAM
Simmons Pet Food, Inc.	4533729	Vigo
Simmons Prepared Foods, Inc.	3253193	Blue Ribbon
Simmons Prepared Foods, Inc.	2228494	Sager Creek Farms
Simmons Prepared Foods, Inc.	0640432	Town & Country
Simmons Prepared Foods, Inc.	0979508	Menu Maker
Simmons Prepared Foods, Inc.	0829553	Town & Country
Simmons Prepared Foods, Inc.	0701087	Town & Country
Simmons Prepared Foods, Inc.	3765598	No-Bones
Simmons Prepared Foods, Inc.	3896770	Bento
Simmons Prepared Foods, Inc.	4299359	Mad
Simmons Prepared Foods, Inc.	4444636	Mad Wyngz
Simmons Feed Ingredients, Inc	4397455	Pro*Temp
Simmons Feed Ingredients, Inc	3922507	Top Turkey
Simmons Feed Ingredients, Inc	4564687	Pro*Gel

Applications:

Owner	Application#	Trademark
Simmons Pet Food, Inc.	86130697	Victory
Pro*Cal, Inc.	86104020	Pro*Cal

OTHER TRADEMARKS:

Registrations:

Owner	Country	Registration #	Trademark
Simmons Foods, Inc.	China	1,281,531	Simmons

Owner	State	Registration #	Trademark
Simmons Pet Food, Inc.	Oklahoma	12006361	Bolo

Applications:

None.