

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayne Bailey, Inc.		02/27/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	1177 Summer Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06905		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4082792	GEORGE FOODS	
Registration Number:	4160022	SWEET POTATO FRIES SWEET SENSATIONS THE	
Registration Number:	4070146	SWEET POTATO FRIZZLES	
Registration Number:	4056299	YOU CHOOSE HOW THEY SIZZLE - BAKED OR FR	
Registration Number:	2105367	SWEET POTATO HEARTS	
Registration Number:	2121715	NUTRITIONAL BRIDGE TO THE 21ST CENTURY	
Registration Number:	2175137	"WITH THAT CAJUN BETA CAROTENE BEAT ...	
Registration Number:	2178603	LPB	
Registration Number:	2312865	NUTRITIONAL ALL STARS	
Registration Number:	2176926	THE LOUISIANA PLAYBOY	
Registration Number:	2344240	NUTRITIONALLY FRESH	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsenye		
Address Line 1:	Blank Rome LLP		

OP \$290.00 4082792

Address Line 2:	One Logan Square, 8th Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	140690-01020
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/02/2015

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 27th day of February, 2015 by WAYNE BAILEY, INC., a North Carolina corporation ("Grantor") in favor of SIENA LENDING GROUP LLC, as lender (together with its successors and assigns, the "Lender"):

W I T N E S S E T H

WHEREAS, Grantor, Texas Sweet Potato Distributing, LLC, a North Carolina limited liability company ("TSPD") and together with Grantor, collectively or individually as the context may require, "Borrower", each of Wooten Land & Timber, L.L.C., a North Carolina limited liability company and George G. Wooten, Jr., an individual, as guarantors, and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

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 Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations through and until the Termination Date (as defined below), Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Termination of Agreement. Once the Obligations are indefeasibly paid in full in cash and any commitment of Lender to make loans under the Loan Agreement has terminated (the "Termination Date"), this Agreement shall terminate on the Termination Date, and Lender shall take all reasonably necessary steps to provide notice of said cancellation to any interested party.

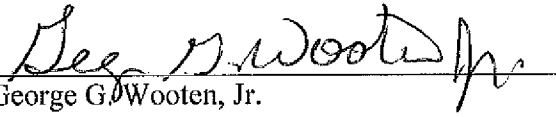
5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[signature page follows]

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

WAYNE BAILEY, INC.

By: 
George G. Wooten, Jr.
President

[SIGNATURE PAGE – IP SECURITY AGREEMENT]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC,
as Lender

By: 

Anthony Lavinio
Authorized Signatory

By: 

Steven Sanicola
Authorized Signatory

[SIGNATURE PAGE – IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005469 FRAME: 0616

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Wayne Bailey, Inc.		Registered	USA				4082792	January 10, 2012			
Wayne Bailey, Inc.		Registered	USA				4160022	June 19, 2012			
Wayne Bailey, Inc.	SWEET POTATO FRIZZLES	Registered	USA				4070146	December 13, 2011			
Wayne Bailey, Inc.	YOU CHOOSE HOW THEY SIZZLE - BAKED OR FRIED	Registered	USA				4056299	November 15, 2011			
Wayne Bailey, Inc.		Registered	USA				2105367	October 14, 1997			
Wayne Bailey, Inc.	NUTRITIONAL BRIDGE TO THE 21ST CENTURY	Registered	USA				2121715	December 16, 1997			
Wayne Bailey, Inc.	"WITH THAT CAJUN BETA CAROTENE BEAT ... AND GOOD TO EAT"	Registered	USA				2175137	July 21, 1998			

SCHEDULE - 1

TRADEMARK
REEL: 005469 FRAME: 0617

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Wayne Bailey, Inc.	LPB	Registered	USA				2178603	August 4, 1998			
Wayne Bailey, Inc.	NUTRITIONAL ALL STARS	Registered	USA				2312865	February 1, 2000			
Wayne Bailey, Inc.	THE LOUISIANA PLAYBOY	Registered	USA				2176926	July 28, 1998			
Wayne Bailey, Inc.	NUTRITIONALLY FRESH	Registered	USA				2344240	April 18, 2000			

PATENT REGISTRATIONS

None.

COPYRIGHTS

None.

SCHEDULE - 1

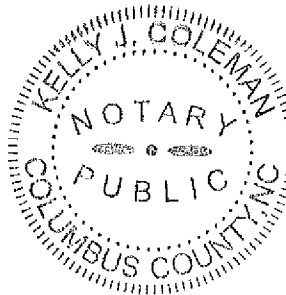
**TRADEMARK
REEL: 005469 FRAME: 0618**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 24 day of February, 2015, before me personally appeared George G. Wooten, Jr., to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Wayne Bailey, Inc. that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Kelly J. Coleman
Notary Public
My Commission Expires: July 2 2017



[SIGNATURE PAGE -- ACKNOWLEDGMENT TO IP SECURITY AGREEMENT]

POWER OF ATTORNEY

WAYNE BAILEY, INC., a North Carolina corporation (the “Grantor”), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof (“Lender”) under the Loan Agreement among Lender, Grantor, Texas Sweet Potato Distributing, LLC (“TSPD” and together with Grantor, collectively or individually as the context may require, “Borrower”), each of Wooten Land & Timber, L.L.C. and George G. Wooten, Jr., as guarantors, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Intellectual Property Agreement”), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents.

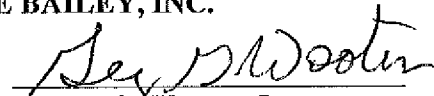
This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as a deed,
this 27th day of February, 2015.

WAYNE BAILEY, INC.

By:

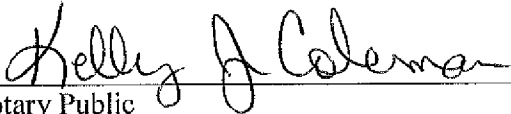

George G. Wooten, Jr.
President

[SIGNATURE PAGE -- POWER OF ATTORNEY TO IP SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

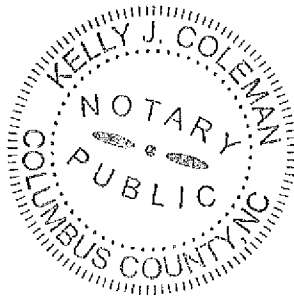
UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 24 day of February, 2015, before me personally appeared George G. Wooten, Jr., to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Wayne Bailey, Inc. that s/he signed the Power of Attorney thereto pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

July 2 2017



[SIGNATURE PAGE – ACKNOWLEDGMENT TO POWER OF ATTORNEY TO IP SECURITY AGREEMENT]