

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS IN TRADEMARKS
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCC, LLC dba First Capital		05/18/2015	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	ACF FinCo I LP
Street Address:	580 White Plains Road, 6th Floor
City:	Tarrytown
State/Country:	NEW YORK
Postal Code:	10591
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2728698	COUNTRY SELECT CATFISH
Registration Number:	2559724	COUNTRY SELECT
Registration Number:	2957484	
Registration Number:	2760490	AMERICA'S PREMIUM FARM-RAISED CATFISH
Registration Number:	2774929	DELTA PRIDE U.S. FARM-RAISED CATFISH
Registration Number:	2614010	DELTA PRIDE FARM RAISED CATFISH
Registration Number:	2572939	CRYSTAL CREEK
Registration Number:	1214234	DELTA PRIDE

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$215.00 2728698

ATTORNEY DOCKET NUMBER:	030205-0194
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/19/2015
Total Attachments: 3 source=trademark assignment (3811 etc)#page1.tif source=trademark assignment (3811 etc)#page2.tif source=trademark assignment (3811 etc)#page3.tif	

ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS IN TRADEMARKS

Reference is made to each respective Loan Agreement by and among each Grantor and FCC, LLC (the "Existing Lender"), and pursuant to the Trademark Security Agreements recorded with the U.S. Patent and Trademark Office on each of the dates, and Reel and Frame numbers set forth in the Schedule below, where each Grantor granted and pledged to Lender a security interest in all of such Grantor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral.

WHEREAS, FCC, LLC dba First Capital, a Florida limited liability company with an address of 125 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter the "Assignor") was assigned a security interest in the trademarks listed in the attached schedule (hereinafter the "Security Interests");

WHEREAS, ACF FinCo I LP, a Delaware limited partnership with an address of 580 White Plains Road, 6th Floor, Tarrytown, New York 10591 (hereinafter the "Assignee"), is desirous of acquiring the entire right, title and interest of the Assignor in the Security Interests;

The effective date of this Assignment and Assumption shall be May ~~10~~, 2015 (the "Effective Date"). As of the Effective Date, the Existing Lender hereby irrevocably assigns to ACF FinCo I LP, and ACF FinCo I LP hereby assumes from the Existing Lender, the Trademark Security Agreements and all rights, remedies, obligations and other interests of the Existing Lender thereunder.

THEREFORE, BE IT KNOWN that for and in consideration of value received, Assignor hereby sells, assigns, and transfers the entire right, title and interest in and to the said Security Interests unto Assignee, its successors and assigns.

This Assignment and Assumption may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption.

FCC, LLC

By: 

Name: R. Lee Wilson

Title: Chief Executive Officer

ACF FINCO I LP

By: 

Name: JAMES MILLER

Title: Vice President

SCHEDULE

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Reel/Frame</u>	<u>Recordation Date</u>	<u>Grantors</u>
Country Select Catfish	76342940	2728698	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
Country Select	75871506	2559724	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
Catfish	76452180	2957484	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
America's Premium Farm-Raised Catfish	76449710	2760490	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Reel/Frame</u>	<u>Recordation Date</u>	<u>Grantors</u>
Delta Pride U.S. Farm-Raised Catfish	76434433	2774929	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
Delta Pride Farm Raised Catfish	76088838	2614010	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
Crystal Creek	76079200	2572939	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC
Delta Pride	73302629	1214234	3811/0856	7/8/2008	DELTA PRIDE CATFISH, INC. CONSOLIDATED CATFISH COMPANIES, LLC CONSOLIDATED CATFISH PRODUCERS, LLC