

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347620

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Koch Foods Incorporated		07/10/2015	CORPORATION: DELAWARE
Koch Foods of Mississippi LLC		07/10/2015	LIMITED LIABILITY COMPANY: MISSISSIPPI
JCG Foods LLC		07/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3226487	ACCLAIM
Registration Number:	3226486	ACCOLADE
Registration Number:	2218919	AMERICA'S CHICKEN SPECIALIST
Registration Number:	3409212	ANTIOCH FARMS
Registration Number:	3409213	ANTIOCH FARMS
Registration Number:	3243412	APPLAUSE
Registration Number:	4382366	CAGLE'S
Registration Number:	3625101	CHEF'S TRIM
Registration Number:	3438771	CHIC 'N TIME
Registration Number:	1862648	
Registration Number:	3259766	GAME DAY
Registration Number:	3858665	KF - SLIDERZ
Registration Number:	4338830	KOCH FOODS
Registration Number:	4415391	KOCH FOODS CRAVERS
Registration Number:	4116180	KOCH FOODS OVEN CRAVERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4269575	KOCH FOODS SNACK CRAVERS
Registration Number:	4116181	KOCH FOODS TENDER CRAVERS
Registration Number:	2203965	MR. BENNIE'S
Registration Number:	4321066	OVEN CRAVERS
Registration Number:	1837989	PARTY WINGS
Registration Number:	1475174	PARTY WINGS
Registration Number:	0736518	ROGERS ROYAL
Registration Number:	0736881	R ROGERS ROYAL
Registration Number:	3190785	SAUCE-N-SERVE
Registration Number:	4385487	SNACK CRAVERS
Registration Number:	2604699	TALMADGE FARM
Registration Number:	2501455	TALMADGE FARM
Registration Number:	4183462	TENDER CRAVERS
Registration Number:	3226488	TRIBUTE
Serial Number:	86554347	KOCH FOODS
Serial Number:	86531382	CRAVERS CHICKEN
Serial Number:	86533574	CRAVERS CHICKEN
Serial Number:	86600915	KOCH FOODS
Serial Number:	85653350	CAGLE'S FOODS
Serial Number:	75645369	DELICIOUS BRAND
Serial Number:	76475624	DOUGLAS COUNTY FARMS
Serial Number:	76621555	SMARTPRESS

CORRESPONDENCE DATA

Fax Number: 6785532602

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: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.010700
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	07/10/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is dated as of July 10, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “*Grantors*” and each individually “*Grantor*”), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH (“*Rabobank*”), in its capacity as Administrative Agent for the Secured Parties (together with its successors, “*Administrative Agent*”).

WITNESSETH

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of July 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Koch Foods Incorporated, a Delaware corporation (“*Parent*”), Koch Meat Co., Inc., an Illinois corporation, Koch Farms LLC, a Tennessee limited liability company, Koch Foods of Cumming LLC, a Georgia limited liability company, Koch Foods LLC, a Tennessee limited liability company, Koch Foods of Gainesville LLC, a Georgia limited liability company, Koch Foods of Cincinnati LLC, an Ohio limited liability company, Koch Foods of Mississippi LLC, a Mississippi limited liability company, Koch Farms of Mississippi LLC, a Mississippi limited liability company, Koch Foods of Alabama LLC, an Alabama limited liability company, Koch Farms of Alabama LLC, an Alabama limited liability company, Koch Foods of Ashland LLC, an Alabama limited liability company, Koch Farms of Ashland LLC, an Alabama limited liability company, Koch Foods of Gadsden LLC, an Alabama limited liability company, Koch Farms of Gadsden LLC, an Alabama limited liability company, JCG Foods LLC, a Delaware limited liability company, JCG Foods of Alabama LLC, an Alabama limited liability company, JCG Farms of Alabama LLC, an Alabama limited liability company, JCG Foods of Georgia LLC, a Georgia limited liability company, and JCG Farms of Georgia LLC, a Georgia limited liability company, as borrowers (together with Parent, each individually a “*Borrower*” and collectively, “*Borrowers*”), the various financial institutions party thereto as a “*Lender*” (each a “*Lender*”, and collectively, the “*Lenders*”), and Rabobank, in its capacity as administrative agent for the Lenders (“*Administrative Agent*”), Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Second Amended and Restated Pledge and Security Agreement dated as of July 10, 2015 (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 Administrative 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 capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (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 hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds 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 Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Administrative Agent, the Secured Parties, or any of them, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative 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 Administrative 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.

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 notice in writing to Administrative Agent promptly (and in any event

within two (2) Business Days) with respect to any new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "*includes*" and "*including*" are not limiting, and the term "*or*" has, except where otherwise indicated, the inclusive meaning represented by the phrase "*and/or*." The words "*hereof*," "*herein*," "*hereby*," "*hereunder*," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

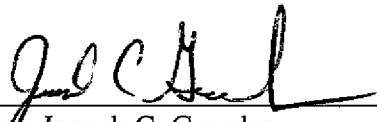
[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

KOCH FOODS INCORPORATED, a Delaware corporation,
KOCH FOODS OF MISSISSIPPI LLC, a Mississippi limited liability company, and
JCG FOODS LLC, a Delaware limited liability company

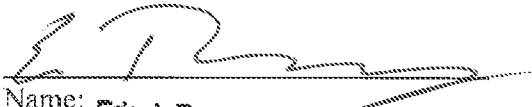
By: _____


Name: Joseph C. Grendys
Title: President

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent**

By: 
Name: Naoko Kojima
Title: Executive Director

By: 
Name: Eric J. Rogowski
Title: Executive Director



SCHEDULE I


to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Owner	Application No.	Date Filed	Reg. No.	Reg. Date
ACCLAIM	Koch Foods Incorporated	76/655,623	02/24/06	3,226,487	04/10/07
ACCOLADE	Koch Foods Incorporated	76/655,622	02/24/06	3,226,486	04/10/07
AMERICA'S CHICKEN SPECIALIST	Koch Foods Incorporated	75/420,532	01/20/98	2,218,919	01/19/99
ANTIOCH FARMS	Koch Foods Incorporated	78/937,005	07/25/06	3,409,212	04/08/08
ANTIOCH FARMS &  DESIGN	Koch Foods Incorporated	78/937,026	07/25/06	3,409,213	04/08/08
APPLAUSE	Koch Foods Incorporated	76/667,955	10/23/06	3,243,412	05/22/07
CAGLE'S	JCG Foods LLC	85/653,345	06/15/2012	4,382,366	8/13/13
CAGLE'S FOODS	JCG Foods LLC	85/653,350	06/15/2012	Abandoned	Abandoned
CHEF'S TRIM	Koch Foods Incorporated	76/693,789	10/23/08	3,625,101	05/26/09
CHIC 'N TIME	Koch Foods Incorporated	76/682,133	09/20/07	3,438,771	06/03/08
DELICIOUS BRAND (Cancelled 8/21/2012)	Koch Foods Incorporated	75/645,369	02/22/99	2,516,160	12/11/01

	Design	Koch Foods Incorporated	74/459,081	11/17/93	1,862,648	11/15/94
DOUGLAS COUNTY FARMS (Cancelled 7/8/2014)		JCG Foods LLC	76/475,624	12/16/02	2,777,764	10/28/03
GAME DAY		Koch Foods Incorporated	76/655,624	02/24/06	3,259,766	07/10/07
KF-SLIDERZ		Koch Foods Incorporated	76/701,963	03/08/10	3,858,665	10/12/10
KOCH FOODS & DESIGN (color) 		Koch Foods Incorporated	85/777,266	11/12/12	4,338,830	5/21/13
KOCH FOODS CRAVERS		Koch Foods Incorporated	85/493,148	12/12/11	4,415,391	10/8/13
KOCH FOODS OVEN CRAVERS		Koch Foods Incorporated	85/261,099	03/08/11	4,116,180	03/20/12
KOCH FOODS SNACK CRAVERS		Koch Foods Incorporated	85/492,831	12/12/11	4,269,575	1/1/13
KOCH FOODS TENDER CRAVERS		Koch Foods Incorporated	85/261,169	03/08/11	4,116,181	03/20/12
MR. BENNIE'S		Koch Foods of Mississippi LLC	75/375,019	10/17/97	2,203,965	11/17/98
OVEN CRAVERS		Koch Foods Incorporated	85/712,388	08/24/12	4,321,066	4/16/13
PARTY WINGS		Koch Foods of Mississippi LLC	74/383,199	04/27/93	1,837,989	05/31/94
PARTY WINGS		Koch Foods of Mississippi	73/657,162	04/24/87	1,475,174	02/02/88

	LLC				
ROGERS ROYAL	Koch Foods of Mississippi LLC	72/133,166	12/01/61	736,518	08/21/62
R ROGERS ROYAL & DESIGN 	Koch Foods of Mississippi LLC	72/133,165	12/01/61	736,881	08/28/62
SAUCE-N-SERVE	Koch Foods Incorporated	76/655,625	02/24/06	3,190,785	01/02/07
SMARTPRESS (Cancelled 1/15/2013)	Koch Foods Incorporated	76/621,555	11/22/04	3,087,052	05/02/06
SNACK CRAVERS	Koch Foods Incorporated	85/712,531	08/24/12	4,385,487	8/13/13
TALMADGE FARM	JCG Foods LLC	76/330,522	10/26/01	2,604,699	08/06/02
TALMADGE FARM	JCG Foods LLC	75/878,336	12/22/98	2,501,455	10/30/01
TENDER CRAVERS	Koch Foods Incorporated	85/555,265	02/28/12	4,183,462	07/31/12
TRIBUTE	Koch Foods Incorporated	76/655,703	02/27/06	3,226,488	04/10/07
KOCH FOODS	Koch Foods Incorporated	86/554,347	3/5/15	Pending	Pending
CRAVERS CHICKEN	Koch Foods Incorporated	86/531,382	2/11/15	Published	Published for Opposition 6/30/15
CRAVERS CHICKEN	Koch Foods Incorporated	86/533,574	2/12/15	Published	Published for Opposition 6/30/15
KOCH FOODS	Koch Foods Incorporated	86/600,915	4/17/15	Pending	Pending

ATL 20737704v1

RECORDED: 07/10/2015

TRADEMARK
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