

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350853

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harvest Meat Company, Inc.		08/07/2015	CORPORATION: DELAWARE
Harvest Meat, LLC		08/07/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
Western Boxed Meats Distributors, Inc.		08/07/2015	CORPORATION: OREGON

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>Internal Address:</b>	Commercial Loan Service Center/DCC
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	national banking association: PENNSYLVANIA

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
<b>Registration Number:</b>	4746168	HAMILTON MEATS AND PROVISIONS
<b>Registration Number:</b>	4746167	HAMILTON MEATS AND PROVISIONS
<b>Registration Number:</b>	4638530	HARVEST CHEESE COMPANY
<b>Registration Number:</b>	4660999	HARVEST LOGISTICS
<b>Registration Number:</b>	4601540	HARVEST MEAT COMPANY, INC.
<b>Registration Number:</b>	2766645	HARVEST MEAT COMPANY, INC.
<b>Registration Number:</b>	2831463	IOWA GOLD BRAND MADE IN NEBRASKA
<b>Registration Number:</b>	3347449	JSS JOSEPH SOLOMON SALES
<b>Registration Number:</b>	3401406	WBX WESTERN BOXED MEATS
<b>Registration Number:</b>	2147518	WESTERN BOXED MEAT, INC. "PURVEYING QUAL
<b>Registration Number:</b>	2147517	WESTERN BOXED MEAT, INC.
<b>Registration Number:</b>	1460248	CATTLE LAND
<b>Serial Number:</b>	86209682	HARVEST MEAT COMPANY
<b>Serial Number:</b>	86231144	HARVEST ORGANIC BEEF CO.
<b>Serial Number:</b>	86234599	HARVEST POULTRY COMPANY

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2158325619*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:** 215-569-5619**Email:** pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

<b>ATTORNEY DOCKET NUMBER:</b>	074658-15048
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	08/10/2015

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 7th day of August, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PNC BANK, NATIONAL ASSOCIATION (“PNC”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

## WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of August 7, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Surfliner Holdings, Inc., a Delaware corporation (“Parent”), Harvest Meat Company, Inc., a Delaware corporation (“Harvest”), Western Boxed Meats Distributors, Inc., an Oregon corporation (“Western”), and Hamilton Meat, LLC, a California limited liability company (“Hamilton”, together with Harvest, Western, and each other Subsidiary that becomes a party to the Credit Agreement as a “Borrower” in accordance with its terms are referred to hereinafter each individually as a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 30, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”): and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and 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 Agent, for the benefit each member

of the Lender Group and each of the Bank Product Providers, 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 Agent, the other members of the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any 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 Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan 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

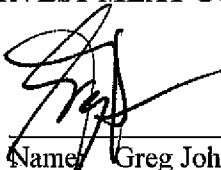
same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering 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, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**HARVEST MEAT COMPANY, INC.**

By:   
Name: Greg Johnson  
Title: Chief Financial Officer

**HAMILTON MEAT, LLC**

By:   
Name: Greg Johnson  
Title: Chief Financial Officer

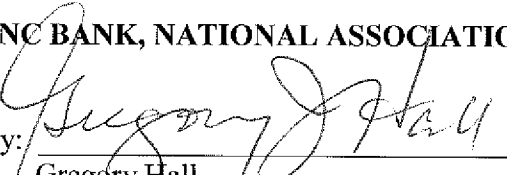
**WESTERN BOXED MEATS DISTRIBUTORS,  
INC.**

By:   
Name: Greg Johnson  
Title: Chief Financial Officer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**


**PNC BANK, NATIONAL ASSOCIATION**

By:   
\_\_\_\_\_  
Gregory Hall  
Senior Vice President

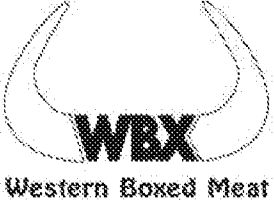

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications


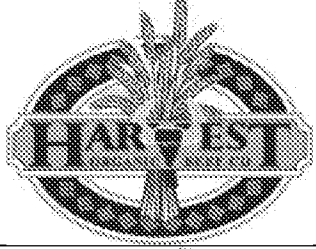

U.S. Trademark Registrations:

<b>Owner</b>	<b>Logo or Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Hamilton Meat, LLC		4,746,168	June 2, 2015
Hamilton Meat, LLC	Hamilton Meats and Provisions	4,746,167	June 2, 2015
Harvest Meat Company, Inc.		4,638,530	November 11, 2014
Harvest Meat Company, Inc.		4,660,999	December 24, 2014
Harvest Meat Company, Inc.	Harvest Meat Company, Inc.	4,601,540	September 9, 2014
Harvest Meat Company, Inc.		2,766,645	September 23, 2003
Harvest Meat Company, Inc.		2,831,463	April 13, 2004
Harvest Meat Company, Inc.		3,347,449	December 4, 2007



Western Boxed Meats Distributors, Inc.		3,401,406	March 25, 2008
Western Boxed Meats Distributors, Inc.		2,147,518	March 31, 1998
Western Boxed Meats Distributors, Inc.	Western Boxed Meat, Inc.	2,147,517	March 31, 1998
Western Boxed Meats Distributors, Inc.	CATTLE LAND	1,460,248	October 6, 1987

U.S. Trademark Applications:

Owner	Logo or Mark	Serial Number	Filing Date
Harvest Meat Company, Inc.		86209682	March 3, 2014
Harvest Meat Company, Inc.		86231144	March 25, 2014
Harvest Meat Company, Inc.		86234599	March 27, 2014