

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352163

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOODCOMM INTERNATIONAL		08/13/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Australia Bank Limited		
<b>Street Address:</b>	Level 32, 500 Bourke Street		
<b>Internal Address:</b>	Global Institutional Banking		
<b>City:</b>	Melbourne Vic 3000		
<b>State/Country:</b>	AUSTRALIA		
<b>Entity Type:</b>	CORPORATION: AUSTRALIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86186724	NATURE'S RESERVE ALL NATURAL FREE RANGE	
<b>Serial Number:</b>	86186753	NATURE'S RESERVE	
<b>Registration Number:</b>	4037529	OZZY GOAT	
<b>Registration Number:</b>	3452845		
<b>Registration Number:</b>	2619081	AUSSIE PREMIUM	
<b>Registration Number:</b>	4343071	CLAYTON'S	
<b>Registration Number:</b>	3228804	CRYSTAL VALLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127068224		
<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>			
<b>Phone:</b>	312-701-8093		
<b>Email:</b>	IPdocket@mayerbrown.com		
<b>Correspondent Name:</b>	Stacey C. Kalamaras		
<b>Address Line 1:</b>	P.O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	15471166		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$190.00 86186724

<b>Name:</b>	Richard M. Assmus
<b>Address Line 1:</b>	P.O. Box 2828
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2828
<b>NAME OF SUBMITTER:</b>	Stacey C. Kalamaras, Esq.
<b>SIGNATURE:</b>	/sck/
<b>DATE SIGNED:</b>	08/20/2015
<b>Total Attachments: 7</b> source=Foodcomm - Trademark Security Agreement#page1.tif source=Foodcomm - Trademark Security Agreement#page2.tif source=Foodcomm - Trademark Security Agreement#page3.tif source=Foodcomm - Trademark Security Agreement#page4.tif source=Foodcomm - Trademark Security Agreement#page5.tif source=Foodcomm - Trademark Security Agreement#page6.tif source=Foodcomm - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 13, 2015, by each of the undersigned (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of National Australia Bank Limited, as Lender (as hereinafter defined) pursuant to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Pledgors are party to a Credit and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgors hereby agree with the Lender as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

(b) The following capitalized words and phrases shall have the meanings set forth below:

"Trademarks" shall mean all rights, priorities and privileges, whether arising under United States, multinational or foreign laws or otherwise, relating to service marks or trademarks, all registrations and applications for registration therefor and all licensees thereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Grant of Security Interest in Trademarks. Each Pledgor hereby pledges and grants to the Lender, for the benefit of the Lender and its Affiliates (the "Secured Parties"), a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing; provided that the Collateral shall not include any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Credit Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Future Trademarks. Each Pledgor hereby authorizes the Lender to modify this Trademark Security Agreement by amending Schedule I to include any future Trademarks and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Lender to effectuate such amendment.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Credit Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

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

Very truly yours,

**FOODCOMM INTERNATIONAL**

By: 

Name: Tom Grandsaert

Title: Chief Financial Officer

**LAKESIDE REFRIGERATED SERVICES II, LLC**

By: Foodcomm International, its sole member

By: 

Name: Tom Grandsaert

Title: CFO - Foodcomm International

LAKESIDE PROCESSING CENTER, LLC

By: Foodcomm International, its sole member


By:

Name: Tom Grandsaert

Title: CFO - Foodcomm International

Accepted and Agreed:

**NATIONAL AUSTRALIA BANK LIMITED,**  
as Lender

By:   
Name: Courtney A. Cbe  
Title: Director



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademarks, Trade Name and Service Marks Registrations:**

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner / Pledgor</u>
Ozzy Goat	USA	Reg. No. 4,037,529	Foodcomm International
Warrior design	USA	Reg. No. 3,452,845	Foodcomm International
Aussie Premium	USA	Reg. No. 2,619,081	Foodcomm International
Clayton's (Organic Beef)	USA	Reg. No. 4,343,071	Foodcomm International
Crystal Valley	USA	Reg. No. 3,228,804	Foodcomm International

**Trademark Applications:**

<u>Application Name</u>	<u>Country</u>	<u>Application Number</u>	<u>Applicant / Pledgor</u>
Nature's Reserve	USA	86186724	Foodcomm International
Nature's Reserve	USA	86186753	Foodcomm International