

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM356332

<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>
Niman Ranch, Inc.		09/25/2015	CORPORATION: CALIFORNIA
Sioux-Preme Packing Co.		09/25/2015	CORPORATION: IOWA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628416	FEARLESS	
<b>Registration Number:</b>	4092523	NATURAL FOOD HOLDINGS	
<b>Registration Number:</b>	4124260	NATURAL FOOD HOLDINGS	
<b>Registration Number:</b>	3186922	NIMAN RANCH	
<b>Registration Number:</b>	4673626	NIMAN RANCH	
<b>Registration Number:</b>	2612904	NIMAN RANCH	
<b>Registration Number:</b>	4549164	NIMAN RANCH	
<b>Registration Number:</b>	2794554	NIMAN RANCH N	
<b>Registration Number:</b>	4693958	NIMAN RANCH N	
<b>Registration Number:</b>	4549166	NIMAN RANCH N	
<b>Registration Number:</b>	4673627	RAISED WITH CARE	
<b>Registration Number:</b>	3138302	RAISED WITH CARE	
<b>Registration Number:</b>	4549165	RAISED WITH CARE	
<b>Registration Number:</b>	4673628	THE FINEST TASTING MEAT IN THE WORLD	
<b>Registration Number:</b>	4496307	THE FINEST TASTING MEAT IN THE WORLD	
<b>Registration Number:</b>	4059977	MAXI-MAGRO	
<b>Registration Number:</b>	4059976	SIOUXPREME	

CH \$690.00 2628416

Property Type	Number	Word Mark
Registration Number:	4060074	SIOUXPREME
Serial Number:	86434944	NIMAN RANCH
Serial Number:	86434946	NIMAN RANCH
Serial Number:	86434951	NIMAN RANCH N
Serial Number:	86434952	NIMAN RANCH N
Serial Number:	86609755	N · NIMAN RANCH ·
Serial Number:	86434945	RAISED WITH CARE
Serial Number:	86434949	RAISED WITH CARE
Serial Number:	86434947	THE FINEST TASTING MEAT IN THE WORLD
Serial Number:	86434950	THE FINEST TASTING MEAT IN THE WORLD

#### 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:	123235.010200
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	09/25/2015

#### Total Attachments: 17

source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page1.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page2.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page3.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page4.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page5.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page6.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page7.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page8.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page9.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page10.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page11.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page12.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page13.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page14.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page15.tif  
source=Rabobank\_Perdue - NFH Holdco Trademark Security Agreement#page16.tif



## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of September 25, 2015, 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 collateral agent (together with its permitted successors and assigns, "Collateral Agent") for the Secured Parties.

### **WITNESSETH:**

WHEREAS, PERDUE FOODS LLC, a Maryland limited liability company, PERDUE AGRIBUSINESS LLC, a Maryland limited liability company (formerly known as Perdue Grain and Oilseed, LLC, as successor by merger to Perdue Agribusiness LLC), PERDUE FARMS INC., a Maryland corporation (each individually a "Borrower" and collectively the "Borrowers"), certain subsidiaries of the Parent identified as a "Guarantor" therein, the various banks and financial institutions party thereto as a Bank (each a "Bank", and collectively, the "Banks"), Administrative Agent and Collateral Agent have entered into that certain Second Amendment and Restated Credit Agreement dated as of December 24, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Transaction Documents, but only upon the condition, among others, that the undersigned Grantors shall have become bound under that certain Second Amended and Restated Pledge and Security Agreement dated as of December 24, 2014 (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 Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, 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, collaterally assigns, and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all of such Grantor's Trademarks, 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

(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 (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

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 Collateral 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 Collateral 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 Collateral 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 additional trademarks or ownership of any new U.S. applications for registration of trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks 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 Collateral 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 agreement. In proving this Trademark Security Agreement or any other Credit 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. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

**GRANTORS:**

**NIMAN RANCH, INC.**

By: Mark A. Garth  
Name: Mark A. Garth  
Title: Treasurer

**SIOUX-PREME PACKING CO.**

By: Mark A. Garth  
Name: Mark A. Garth  
Title: Treasurer

ACKNOWLEDGED AND  
AGREED:

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


By:   
Name: Naeko Kojima  
Title: Executive Director

By:   
Name: Eric Hurshman  
Title: Managing Director



Schedule I  
Trademarks

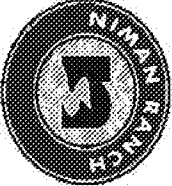
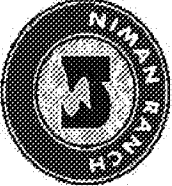
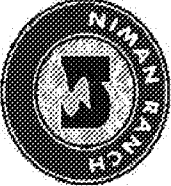
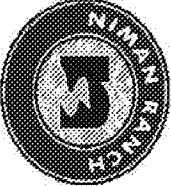
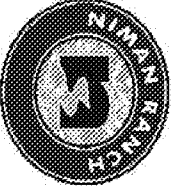
(i) U.S. and Foreign Registered Trademarks

Niman Ranch, Inc.									
Mark	Image	Country	Owner	Class	File Date	App No.	Reg. Date	Reg. No.	Status
FEARLESS		United States	Niman Ranch, Inc.	29	10/29/2001	78090637	10/1/2002	2628416	Registered
NATURAL FOOD HOLDINGS		United States	Niman Ranch, Inc.	29	3/4/2011	85258643	1/24/2012	4092523	Registered
NATURAL FOOD HOLDINGS Logo		United States	Niman Ranch, Inc.	29	3/4/2011	85258639	4/10/2012	4124260	Registered
NIMAN RANCH		Cayman Islands	Niman Ranch, Inc.	29	5/6/2011	MP1089674	1/21/2013	MP1089674	Registered
NIMAN RANCH		France	Niman Ranch, Inc.	29	5/6/2011	WO1089674	5/6/2011	WO1089674	Registered
NIMAN RANCH		St Maarten	Niman Ranch, Inc.	29	5/30/2011	SD-11101	8/16/2011	13724	Registered
NIMAN RANCH		United Kingdom	Niman Ranch, Inc.	29	5/6/2011	WO1089674	1/5/2012	WO1089674	Registered

# Niman Ranch, Inc.

NIMAN RANCH		United States	Niman Ranch, Inc.	35	2/6/2006	78808365	12/19/2006	3186922	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	35	2/18/2011	85246712	1/20/2015	4673626	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	29	10/22/2001	78089569	8/27/2002	2612904	Registered
NIMAN RANCH		United States	Niman Ranch, Inc.	29	2/18/2011	85980613	6/10/2014	4549164	Registered
NIMAN RANCH		WIPO	Niman Ranch, Inc.	29	5/6/2011	WO1089674	5/6/2011	WO1089674	Registered
NIMAN RANCH and Barn Logo		WIPO	Niman Ranch, Inc.	29, 30	4/24/2015	1254538	4/24/2015	1254538	Registered
NIMAN RANCH Circle "N" Logo I		United States	Niman Ranch, Inc.	29	10/22/2001	78089585	12/16/2003	2794554	Registered
NIMAN RANCH Circle "N" Logo II		Cayman Islands	Niman Ranch, Inc.	29	4/27/2011	n/a	6/13/2013	MP1078084	Registered

# Niman Ranch, Inc.

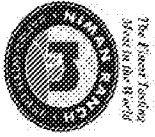
NIMAN RANCH Circle "N" Logo II		France	Niman Ranch, Inc.	29	4/27/2011	WO1078084	4/27/2011	WO1078084	Registered
NIMAN RANCH Circle "N" Logo II		Puerto Rico	Niman Ranch, Inc.	29	5/26/2011	76488		201690	Registered
NIMAN RANCH Circle "N" Logo II		St Maarten	Niman Ranch, Inc.	29	5/30/2011	SD-11102	8/16/2011	13725	Registered
NIMAN RANCH Circle "N" Logo II		United Kingdom	Niman Ranch, Inc.	29	4/27/2011	WO1078084	9/13/2011	WO1078084	Registered
NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	35	2/18/2011	85246759	3/3/2015	4693958	Registered


# Niman Ranch, Inc.

NIMAN RANCH Circle "N" Logo II		United States	Niman Ranch, Inc.	29	2/18/2011	85980615	6/10/2014	4549166	Registered
NIMAN RANCH Circle "N" Logo II		WIPO	Niman Ranch, Inc.	29	4/27/2011	WO1078084	4/27/2011	WO1078084	Registered
RAISED WITH CARE		Bermuda	Niman Ranch, Inc.	29	5/25/2011	50819	2/19/2014	50819	Registered
RAISED WITH CARE		France	Niman Ranch, Inc.	29	5/6/2011	WO1088047	5/6/2011	WO1088047	Registered
RAISED WITH CARE		Puerto Rico	Niman Ranch, Inc.	29	5/26/2011	76490		202134	Registered
RAISED WITH CARE		St Maarten	Niman Ranch, Inc.	29	5/30/2011	SD-111103	8/16/2011	13732	Registered
RAISED WITH CARE		United States	Niman Ranch, Inc.	35	2/18/2011	85246815	1/20/2015	4673627	Registered
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	4/8/2005	78604660	9/5/2006	3138302	Registered
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	2/18/2011	85980614	6/10/2014	4549165	Registered
RAISED WITH CARE		WIPO	Niman Ranch, Inc.	29	5/6/2011	WO1088047	5/6/2011	WO1088047	Registered


# Niman Ranch, Inc.

THE FINEST TASTING MEAT IN THE WORLD	France	Niman Ranch, Inc.	29	4/27/2011	WO1086979	4/27/2011	WO1086979	Registered
THE FINEST TASTING MEAT IN THE WORLD	St Maarten	Niman Ranch, Inc.	29	5/30/2011	SD-111104	8/16/2011	13727	Registered
THE FINEST TASTING MEAT IN THE WORLD	United States	Niman Ranch, Inc.	35	2/18/2011	85246816	1/20/2015	4673628	Registered
THE FINEST TASTING MEAT IN THE WORLD	United States	Niman Ranch, Inc.	29	2/18/2011	85980704	3/11/2014	4496307	Registered
THE FINEST TASTING MEAT IN THE WORLD	WIPO	Niman Ranch, Inc.	29	4/27/2011	WO1086979	4/27/2011	WO1086979	Registered
THE FINEST TASTING MEAT IN THE WORLD	Cayman Islands	Niman Ranch, Inc.	29, 30, 35	5/16/2012	10887578	5/31/2013	CT10887578	Registered



Niman Ranch, Inc.									
THE FINEST TASTING MEAT IN THE WORLD NIMAN RANCH RAISED WITH CARE Circle N Barn Design		European Union (CTM)	Niman Ranch, Inc.	29, 30, 35	5/16/2012	010887578	10/25/2012	010887578	Registered

Sioux-Preme Packing Co.									
Mark	Image	Country	Owner	Class	File Date	App No.	Reg. Date	Reg. No.	Status
MAXI-MAGRO		United States	Sioux-Preme Packing Co.	29	4/21/2011	85301041	11/22/2011	4059977	Registered
SIUUXPREME		Canada	Sioux-Preme Packing Co.	00	5/13/2011	1,527,779	11/1/2012	TMA 835,651	Registered
SIUUXPREME		China	Sioux-Preme Packing Co.	29	5/4/2011	WO1076674	11/14/2011	WO1076674	Registered
SIUUXPREME		Hong Kong	Sioux-Preme Packing Co.	29	5/4/2011	301905859	12/29/2011	301905859	Registered
SIUUXPREME		Japan	Sioux-Preme Packing Co.	29	5/4/2011	WO1076674	3/2/2012	WO1076674	Registered
SIUUXPREME		Mexico	Sioux-Preme Packing Co.	29	5/10/2011	1176997	9/28/2011	1240572	Registered






Sioux-Preme Packing Co.									
SIOUXPREME		South Korea	Sioux-Preme Packing Co.	29	5/4/2011	WO1076674	2/8/2012	WO1076674	Registered
SIOUXPREME		Taiwan	Sioux-Preme Packing Co.	29	5/5/2011	100022147	2/1/2012	01503085	Registered
SIOUXPREME		United States	Sioux-Preme Packing Co.	29	4/21/2011	85301037	11/22/2011	4059976	Registered
SIOUXPREME		WIPO	Sioux-Preme Packing Co.	29	5/4/2011	WO1076674	5/4/2011	WO1076674	Registered
SIOUXPREME and Pig Design		United States	Sioux-Preme Packing Co.	29	4/22/2011	85302540	11/22/2011	4060074	Registered 8&15 is Next Action Due

(i) State Registered Trademarks  
None

(ii) U.S. (Use Based) and Foreign Trademark Applications

Niman Ranch, Inc.									
Mark	Image	Country	Owner	Class	File Date	App No.	Reg. Date	Reg. No.	Status
NIMAN RANCH		Bermuda	Niman Ranch, Inc.	29	5/30/2011	50817			Pending
NIMAN RANCH		Canada	Niman Ranch, Inc.	29	5/13/2011	1527783			Pending
NIMAN RANCH		Puerto Rico	Niman Ranch, Inc.	29	5/26/2011	76493			Pending
NIMAN RANCH and Barn Logo		Bermuda	Niman Ranch, Inc.	29					Application filed; pending examination
NIMAN RANCH and Barn Logo		Bermuda	Niman Ranch, Inc.	30					Application filed; pending examination
NIMAN RANCH and Barn Logo		Canada	Niman Ranch, Inc.	00	4/27/2015	1725678			Pending




Niman Ranch, Inc.								
NIMAN RANCH and Barn Logo		European Union (CTM)	Niman Ranch, Inc.	29, 30	4/24/2015	1254538		Pending Madrid Application
NIMAN RANCH and Barn Logo		France	Niman Ranch, Inc.	29, 30	4/24/2015	1254538		Pending Madrid Application
NIMAN RANCH and Barn Logo		Puerto Rico	Niman Ranch, Inc.	29	4/30/2015	210184-29-0		Pending
NIMAN RANCH and Barn Logo		Puerto Rico	Niman Ranch, Inc.	30	4/30/2015	210186-30-0		Pending
NIMAN RANCH and Barn Logo		St Maarten	Niman Ranch, Inc.	29, 30	4/24/2015	1254538		Pending Madrid Application



Niman Ranch, Inc.								
NIMAN RANCH and Barn Logo		United Kingdom	Niman Ranch, Inc.	29, 30	4/24/2015	1254538		Pending Madrid Application
NIMAN RANCH Circle "N" Logo II		Bermuda	Niman Ranch, Inc.	29	5/30/2011	50818		Pending
NIMAN RANCH Circle "N" Logo II		Canada	Niman Ranch, Inc.	00	5/13/2011	1527781		Allowed
RAISED WITH CARE		Canada	Niman Ranch, Inc.	00	5/13/2011	1,527,782		Allowed
THE FINEST TASTING MEAT IN THE WORLD		Canada	Niman Ranch, Inc.	00	5/13/2011	1,527,784		Allowed
THE FINEST TASTING MEAT IN THE WORLD		Puerto Rico	Niman Ranch, Inc.	29	5/26/2011	76492		To be Abandoned - unable to overcome descriptiveness objection

Sioux-Preme Packing Co.									
Mark	Image	Country	Owner	Class	File Date	App No.	Reg. Date	Reg. No.	Status
SIOUXPREME		Puerto Rico	Sioux-Preme Packing Co.	29	5/26/2011	76489			Pending Approved for Publication

(iii) U.S. (Intent to Use) Trademark Applications

Niman Ranch, Inc.									
Mark	Image	Country	Owner	Class	File Date	App No.	Reg. Date	Reg. No.	Status
NIMAN RANCH		United States	Niman Ranch, Inc.	29	10/26/2014	86434944			Pending ITU
NIMAN RANCH		United States	Niman Ranch, Inc.	30	10/26/2014	86434946			Published ITU
NIMAN RANCH and Barn Logo		United States	Niman Ranch, Inc.	29	10/26/2014	86434951			Allowed ITU

# Niman Ranch, Inc.

NIMAN RANCH and Barn Logo		United States	Niman Ranch, Inc.	30	10/26/2014	86434952			Allowed ITU
NIMAN RANCH and Barn Logo		United States	Niman Ranch, Inc.	29	4/24/2015	86609755			Pending ITU
RAISED WITH CARE		United States	Niman Ranch, Inc.	29	10/26/2014	86434945			Pending Intent-to-Use Application The response filed on August 11, 2015.
RAISED WITH CARE		United States	Niman Ranch, Inc.	30	10/26/2014	86434949			Allowed ITU
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	29	10/26/2014	86434947			Allowed ITU
THE FINEST TASTING MEAT IN THE WORLD		United States	Niman Ranch, Inc.	30	10/26/2014	86434950			Allowed ITU